



Dakota County

Community Services Committee of the Whole Agenda

Tuesday, November 19, 2024

1:00 PM

Conference Room 3A, Administration
Center, Hastings

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 22, 2024

4.2 *Community Services Administration* - Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

4.3 *Community Corrections* - Authorization To Execute Joint Powers Agreements For Sentence To Service Program

4.4 *Employment and Economic Assistance* - Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services

4.5 *Public Health* - Authorization To Execute Joint Powers Agreement With City Of Hastings For Wellness Initiatives Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

- 4.6 *Public Health* - Authorization To Execute Joint Powers Agreement With Independent School District 196 For Facility Use For Parent Coach Training, And Registration And Advertisement Support
- 4.7 *Social Services-Aging & Disability Services* - Authorization To Accept Grant Funds From Minnesota Department Of Human Services For Workforce Shortage Efforts, Execute Grant Agreement, And Amend 2024 Social Services Budget
- 4.8 *Social Services-Adult Services* - Authorization To Execute Contract With Cantata Health Solutions LLC For Electronic Health Records System
- 4.9 *Social Services-Children and Family Services* - Authorization To Execute Contract With Nexus Family Healing
- 4.10 *Social Services-Children and Family Services* - Ratification Of Grant Application For Children's Mental Health Respite Care Services And Authorization To Accept Grant Funds And Execute Grant Agreement

5. Regular Agenda

- 5.1 *Public Health* - Authorization To Execute Contracts Using Opioid Settlement Funds
- 5.2 *Public Health* - Update On Community Health And Access

6. Community Services Director's Report

7. Future Agenda Items

8. Adjournment

- 8.1 Adjournment

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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3945

Agenda #: 3.1

Meeting Date: 11/19/2024

Approval Of Agenda (Additions/Corrections/Deletions)



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3946

Agenda #: 4.1

Meeting Date: 11/19/2024

Approval Of Minutes Of Meeting Held On October 22, 2024



Dakota County

Community Services Committee of the Whole

Minutes

Tuesday, October 22, 2024

1:00 PM

Conference Room 3A, Administration
Center, Hastings

1. Call To Order And Roll Call

Present: Commissioner Slavik, Commissioner Atkins, Chairperson Halverson, Commissioner Droste, Commissioner Workman and Commissioner Holberg

Absent: Commissioner Hamann-Roland

Also in attendance were Heidi Welsch, County Manager; Lucie O'Neill, Assistant County Attorney; Marti Fischbach, Community Services Division Director; Jeni Reynolds, Sr. Administrative Coordinator to the Board; and Colleen Collette, Administrative Coordinator (attended via Zoom).

The meeting was called to order at 1:00 p.m. by the Chair, Commissioner Laurie Halverson.

The audio of this meeting is available upon request.

2. Audience

Chair, Commissioner Laurie Halverson, asked if there was anyone in the audience who wished to address the Community Services Committee on an item not on the agenda or an item on the consent agenda. No one came forward and no comments were submitted to CountyAdmin@co.dakota.mn.us.

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

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

Motion: William Droste

Second: Mike Slavik

On a motion by Commissioner Droste, seconded by Commissioner Slavik, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 6

4. Consent Agenda

Motion: Joe Atkins

Second: William Droste

On a motion by Commissioner Atkins, seconded by Commissioner Droste, the consent agenda was unanimously approved as follows:

4.1 Approval Of Minutes Of Meeting Held On September 17, 2024

Motion: Joe Atkins

Second: William Droste

4.2 Authorization To Execute Agreement With University Of Minnesota For Local Extension Programming And Employing Extension Staff

Motion: Joe Atkins

Second: William Droste

WHEREAS, on January 1, 2004, the University of Minnesota (U of M) Extension deployed a new model for Extension programming; and

WHEREAS, Extension Regional Offices were established throughout the state (one of those located in Farmington at the Dakota County Extension and Conservation Center) and local Extension offices were established in counties where customized local programs, services, and positions are funded with county dollars; and

WHEREAS, this arrangement provided counties more choices in local Extension programming and increased accountability from Extension for its work; and

WHEREAS, since 2004, the Dakota County Extension Committee has recommended programming, and based on current community need, continues to recommend that local programming be offered for the following areas: Extension Educator, 4-H Youth Development and Horticulture/Master Gardener; and

WHEREAS, by Resolution No. 22-124 (March 15, 2022), the Dakota County Board of Commissioners authorized the Physical Development Director to execute an agreement with the U of M for the support of the Dakota County Master Gardener (DCMG) program, including \$90,000 for a 1.0 full-time equivalent (FTE) position responsible for managing Dakota County plant production and DCMG program activities and \$5,500 in in-kind support for DCMG program activities; and

WHEREAS, by Resolution No. 23-528 (November 28, 2023), the DCMG, a volunteer program of the U of M Extension, authorized re-establishing a formal partnership with the County focused on expanding their plant production efforts and associated public services regarding horticulture and environmental stewardship; and

WHEREAS, to establish consistency for the rates charged for these local Extension program positions, the U of M works with the Association of Minnesota Counties (AMC), and the AMC sub-committee for Extension, to establish statewide costs; and

WHEREAS, staff is recommending a three-year agreement with a cost of \$463,750 for 2025, \$477,625 for 2026, and \$491,975 for 2027, for a total not to

exceed amount of \$1,433,350; and

WHEREAS, Minn. Stat. §§ 38.34-38.37 authorizes a board of county commissioners to incur expenses and spend money for county Extension work, states that money in the county Extension fund appropriated by the county board be paid out by orders of the U of M Dean of Extension, and provides that Extension education and program staff must be U of M employees employed according to U of M personnel procedures; and

WHEREAS, this agreement includes salary and fringe benefits for the local programming positions, all travel (mileage, meals and lodging), in-service training and professional development, program supervision, and payroll and accounting services provided by the U of M; and

WHEREAS, all program staff will continue to be U of M employees; and

WHEREAS, the County will provide support for these positions such as office space, telephone, computer, email, support staff, and other general office supplies; and

WHEREAS, all services will be provided exclusively in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute an agreement with the University of Minnesota for local Extension programming and employing Extension staff in an amount not to exceed \$1,433,350, effective January 1, 2025 through December 31, 2027; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said agreement/contract, consistent with the amount budgeted, to alter the agreement/contract amount and the agreement/contract term up to one year after initial expiration date, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 10/29/2024.

4.3 Authorization To Accept Minnesota Department Of Human Services Children's Mental Health Screening Grant Funds And Execute Grant Agreement

Motion: Joe Atkins

Second: William Droste

WHEREAS, in 2003, the Minnesota Legislature added mental health screening requirements to Minnesota Statutes to include children's mental health screening for specific Child Welfare and Juvenile Justice populations; and

WHEREAS, the purpose of the children's mental health screening within the child welfare and juvenile justice populations is to integrate mental health into

current practices and to promote earlier mental health identification and intervention; and

WHEREAS, early identification of mental illness followed by the appropriate intervention and treatment may prevent years of disability and provide improved outcomes for children and their families; and

WHEREAS, focusing on these at-risk populations, and particularly the uninsured and underinsured, grant funding can provide mental health treatment for children who would not otherwise receive these services; and

WHEREAS, children's mental health screenings facilitate referral of children for further testing and treatment using standardized effective mental health screening instruments; and

WHEREAS, the breakdown of the total \$413,911 grant allocation is as follows:

Child Welfare	\$123,319
Juvenile Justice	\$290,592

; and

WHEREAS, staff recommends the County Board authorizes acceptance of the grant funds in the amount of \$413,911 and execution of the grant agreement for the period of January 1, 2025 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the Minnesota Department of Human Services Children's Mental Health Screening grant award of \$413,911 and execute a grant agreement for the period of January 1, 2025 through December 31, 2025, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 10/29/2024.

4.4 Authorization To Execute Contracts For Children And Family In-Home And Community-Based Services

Motion: Joe Atkins

Second: William Droste

WHEREAS, the work of Children and Family Services requires access to

in-home and community-based services for children, youth, and families, whether in addressing child protection issues, children's mental health needs, truancy, or youth transitioning from the foster care system; and

WHEREAS, the juvenile protection provisions of the Juvenile Court Act, Minn. Stat. Ch. 260C, reference child protection case plan services and the need for county social services agencies to provide support and services to prevent out-of-home placement, and to assist in family reunification following children being in out-of-home placement; and

WHEREAS, Behavioral Dimensions Inc. currently provides Intensive Behavioral Specialist programming for Dakota County children who meet Severe Emotional Disturbance (SED) eligibility, up to age 18, who have frequent behavioral health crises and are unable to access most services due to frequent and/or severe episodes of unsafe behavior; and

WHEREAS, Lopno and Associates currently provides Psychological Evaluations for Dakota County children who have an open Children and Family Services case and cannot access a complete psychological evaluation through their health plans; and

WHEREAS, staff is requesting a contract with Behavioral Dimensions Inc. for Behavioral Specialist programming for a not to exceed amount of \$200,000, effective January 1, 2025 through December 31, 2026; and

WHEREAS, staff is requesting a contract with Lopno and Associates for Psychological Evaluations for a not to exceed amount of \$180,000, effective January 1, 2025 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract for Behavioral Specialist programming with Behavioral Dimensions Inc. in a not to exceed amount of \$200,000 for the period of January 1, 2025 through December 31, 2026, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract for Psychological Evaluations services with Lopno and Associates in a not to exceed amount of \$180,000 for the period of January 1, 2025 through December 31, 2026, 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 contracts, consistent with the amounts budgeted, to alter the contract amounts and the contract terms up to one year after initial expiration dates, consistent with County contracting policies, 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 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.

This item was approved and recommended for action by the Board of Commissioners on 10/29/2024.

5. Regular Agenda

5.1 Update On Affordable Housing Aid Spending Options, And Authorization To Allocate Local Affordable Housing Aid to Emergency Rental Assistance And Amend 2024 Social Services Budget

Motion: Mary Liz Holberg

Second: Joe Atkins

The following staff presented on this item and stood for questions: Marti Fischbach, Community Services Division Director; Heidi Welsch, County Manager; and Tony Schertler, Executive Director, Dakota County Community Development Agency. Staff was given direction to work into the Social Services 2025 budget approximately half of the State and Local Affordable Housing Aid funds and develop a model that sets a percentage for building and preserving housing through the Dakota County Community Development Agency (CDA) versus prevention and provide outcomes and results data in conjunction with the CDA work in this area.

A motion and second were made based on amended resolution language. The language was amended and approved as follows:

WHEREAS, in 2021, the Dakota County Board of Commissioners reconvened the Housing Leadership Workgroup to assess the outcomes of the County's Housing Business Plan and make recommendations for future housing initiatives and investments in Dakota County; and

WHEREAS, the workgroup was made up of faith leaders, law enforcement, people who have experienced homelessness, nonprofit partners, Dakota County Commissioners, and staff from the Dakota County Community Development Agency (CDA) and the County; and

WHEREAS, the workgroup recommended investments in three main areas to support the next phase of the Dakota County Housing Business Plan: shelter, homelessness prevention, and affordable housing; and

WHEREAS, staff presented these recommendations to the County Board on October 19, 2021, and staff returned to the County Board throughout 2022 and 2023 with additional information and further defined recommendations in each of the three investment areas; and

WHEREAS, the 2024 County Budget included initial investments utilizing the new State and Local Affordable Housing Aid, including Emergency Rental Assistance, Apartment Services, Prevention and Navigation Services, Family Voucher Program, and Permanent Supportive Housing and Rapid Re-Housing Services; and

WHEREAS, on March 27, 2024, Community Services and the CDA proposed an expanded set of Affordable Housing Aid investments during a Board Workshop and the County Board requested that additional eligible activities that can be launched quickly be brought back for formal consideration; and

WHEREAS, on April 16, 2024, Community Services proposed expansion of the Emergency Rental Assistance program by adding \$1,500,000 to the 2024 Social Services Budget; and

WHEREAS, by Resolution No. 24-215 (April 23, 2024), the Dakota County Board of Commissioners authorized \$428,000 of Affordable Housing Aid funds be allocated toward emergency rental assistance and requested that staff return after the legislative session ends to provide an update on Affordable Housing Aid uses and propose eligible activities that can be launched quickly; and

WHEREAS, on July 23, 2024, Community Services presented updates to Affordable Housing Aid statute language and a plan for the 2025 budget as co-developed by Dakota County Community Services and the Dakota County CDA; and

WHEREAS, this plan is based on the Housing Business Plan recommendations and priorities and is built in the 2025 county budget proposal; and

WHEREAS, by Resolution No. 24-379 (July 30, 2024), staff also received authorization to accept the State and Local Affordable Housing Aid funds in 2024 and a portion of these funds were built into the 2024 Social Services Budget and are currently being spent; and

WHEREAS, there continues to be an immediate need for Emergency Rental Assistance funding to support the Housing Clinic at Eviction Court and Social Services' Prevention Services and Navigation Team for prevention assistance prior to an eviction filing and Social Services is requesting an additional \$355,000 in funding for 2024; and

WHEREAS, it is a Board Priority for Community Services and the Dakota County CDA to develop a 5-year plan for allocating Affordable Housing Aid in alignment with Dakota County's Housing Business Plan and this presentation will continue the Affordable Housing Aid discussion; and

WHEREAS, policy direction provided by the Board in this meeting will serve as the basis for 2025 budget development.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to allocate up to \$355,000 one-time additional Affordable Housing Aid funds towards emergency rental assistance; and

BE IT FURTHER RESOLVED, That the 2024 Social Services Budget is hereby amended as follows:

Expense

Emergency Rental Assistance	<u>\$355,000</u>
Total Expense	\$355,000

Revenue

Affordable Housing Aid	<u>\$355,000</u>
Total Revenue	\$355,000

This item was approved and recommended for action by the Board of Commissioners on 10/29/2024.

Ayes: 6

5.2 Update And Direction On Adult Emergency Shelter Services And Project Planning

Marti Fischbach, Community Services Division Director, and Heidi Welsch, County Manager, presented on this item and stood for questions. This item was on the agenda for informational purposes only. The Committee, unanimously, did give staff direction to pursue a long-term, 3 - 5 year, contract for shelter space and develop a plan to increase staffing hours, which would address the need for more on-site staff outside of usual County business hours.

Information only; no action requested.

6. Community Services Director's Report

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

7. Future Agenda Items

Though this may not be a future agenda item, a Commissioner asked if the Disability Advisory Council and/or the Communications department could develop a plan to ensure that standard communications for public meetings include an option to request American Sign Language services.

8. Adjournment

8.1 Adjournment

Motion: Mike Slavik

Second: William Droste

On a motion by Commissioner Mike Slavik, seconded by Commissioner William Droste, the meeting was adjourned at 3:06 p.m.

Ayes: 6

Respectfully submitted,

Colleen Collette, Administrative Coordinator
Community Services Division

DRAFT



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3620

Agenda #: 4.2

Meeting Date: 11/19/2024

DEPARTMENT: Community Services Administration

FILE TYPE: Consent Action

TITLE

Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

PURPOSE/ACTION REQUESTED

Authorize execution of a grant agreement with Legal Assistance of Dakota County, Ltd., (LADC) to fund legal assistance services.

SUMMARY

LADC is a non-profit agency that provides legal assistance services using both staff and volunteer attorneys. The target service population is income-eligible adult residents of Dakota County who are unable to afford representation in non-fee generating civil legal issues. The services support Dakota County residents with appropriate use of the legal system to maintain or improve stability in their lives. Provided legal services focus on family law matters including, but not limited to, divorce, domestic abuse, child custody or visitation rights, and child support.

While the County is not mandated to provide or fund these services, funding of these services helps prevent the need for more costly services and improves access to existing services. Appropriating County funds to a non-profit to provide legal assistance to persons who are unable to afford private legal counsel is authorized by Minn. Stat. § 375.167.

OUTCOMES

The following data reflects outcomes achieved in 2023, the most recent full calendar year that outcome data is available:

- 95 percent of clients who received extended representation from LADC reported an improved quality of life at the end of the service.
- 92 percent of clients who received extended representation from LADC reported they felt safer at the end of the service.
- LADC recovered or protected approximately \$343,888 in money or benefits on behalf of clients.
- A total of 1,514 LADC cases were successfully closed in 2023.
- The total number of people in households served by LADC in 2023 was 4,952.

RECOMMENDATION

Staff recommends authorization to execute a grant agreement with LADC in an amount not to exceed \$70,995 for the period of January 1, 2025 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding will be included in the 2025 County Manager’s Recommended Budget for this grant. The grant agreement will contain a provision that allows the County to immediately terminate the grant 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.

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

RESOLUTION

WHEREAS, Legal Assistance of Dakota County, Ltd., (LADC) is a non-profit agency that provides legal assistance services using both staff and volunteer attorneys; and

WHEREAS, the target population for these services is income-eligible adult residents of Dakota County who are unable to afford representation in non-fee generating civil legal issues; and

WHEREAS, the services support Dakota County residents with appropriate use of the legal system to maintain or improve stability in their lives; and

WHEREAS, legal services provided focus on family law problems, including, but not limited to, divorce, domestic abuse, establishing or defending child custody or visitation rights, and assistance with child support matters; and

WHEREAS, while the County is not mandated to provide or fund these services, funding of these services helps prevent the need for more costly services and improves access to existing services; and

WHEREAS, appropriating County funds to a non-profit to provide legal assistance to persons who are unable to afford private legal counsel is authorized by Minn. Stat. § 375.167.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement with Legal Assistance of Dakota County, Ltd., in an amount not to exceed \$70,995 for the period of January 1, 2025 through December 31, 2025, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the grant agreement shall contain a provision that allows the County to immediately terminate the grant agreement 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.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACTS

Department Head: Gilbert Acevedo

Author: Gilbert Acevedo



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3845

Agenda #: 4.3

Meeting Date: 11/19/2024

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreements For Sentence To Service Program

PURPOSE/ACTION REQUESTED

Authorize execution of joint powers agreements (JPA)s for Sentence to Service (STS) programming.

SUMMARY

The STS program is for adults receiving probation services as an alternative to being ordered to jail. The STS program supports our community by completing work in our parks, cities, and roadways. STS is used as a way for clients to pay back the community for the crimes they have committed. It's also used as a response to their non-compliance to court-ordered conditions.

The STS program provides an alternative to jail for adults receiving probation services. The STS program supports the community by completing work in our parks, cities, roadways, and various community-based non-profit organizations. STS offers an opportunity for probationers to repair harm by giving back to the community. Additionally, it can be used as a response for noncompliance with court-ordered conditions.

JPAs are in place with public entities that purchase work crew services through the STS program for adults receiving probation services as an alternative to being ordered to jail. Staff is requesting authorization to execute JPAs for the period of January 1, 2025 through December 31, 2025, at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, with the following public entities:

- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620
- City of Farmington in an amount not to exceed \$2,405
- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000

See Attachment: Joint Powers Agreement- MnDOT and Attachment: Joint Powers Agreement- Cities.

OUTCOMES

How much?

In 2023, year to date, Community Correction clients have completed 7480 hours of STS, which saved Dakota County 935 jail bed days (\$227,794.05).

How well?

Until May 2024, the STS program was administered by a contract. The contract provider ended their services and Dakota County Community Corrections has been able to keep the program operational on a temporary basis. As of October 2024, the program is on track for a 10 percent increase over 2023 in clients successfully completing their court-ordered STS.

Is anyone better off?

The STS program provides probationers an opportunity to give back to the community. The community benefits from the work performed in our parks, cities, roadways, and various community-based non-profit organizations. STS is performed in lieu of incarceration; this saves on the cost of housing probationers in jail while they are given the benefit of remaining in the community.

RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners authorizes execution of JPAs with the Cities of Apple Valley, Burnsville, Farmington, and with MnDOT for the purchase of STS at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2025 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. These funds will be included in the 2025 County Manager’s Recommended Community Corrections Budget.

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

RESOLUTION

WHEREAS, the Sentence to Service (STS) program is for lower-risk adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, STS is used as a way for clients to pay back the community for the crimes they have committed and it is also used as a response to their non-compliance to court-ordered conditions; and

WHEREAS, joint powers agreements (JPA)s are in place with public entities that purchase work crew services through the STS program for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, staff is requesting that JPAs are executed for the period of January 1, 2025 through December 31, 2025, at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crew with less than five workers, with the following public entities:

- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620
- City of Farmington in an amount not to exceed \$2,405
- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented for the

purchase of guaranteed Sentence to Service work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the following public entities:

- City of Apple Valley in an amount not to exceed \$27,417
- City of Burnsville in an amount not to exceed \$9,620
- City of Farmington in an amount not to exceed \$2,405
- Minnesota Department of Transportation (MnDOT) in an amount not to exceed \$45,000,

for the period of January 1, 2025 through December 31, 2025, or until completion by the parties of their respective obligations under the joint powers agreements, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreements, substantially as presented to the Community Services Committee of the Whole on November 19, 2024, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Joint Powers Agreement - MnDOT

Attachment: Joint Powers Agreement - Cities

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 |
|--|----------------------------------|----------------------------------|---|

CONTACTS

Department Head: Suwana Kirkland

Author: Danielle McNamara

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF
DAKOTA AND THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (MNDOT)
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2025 -12/31/2025

This Agreement is made and entered into between the Dakota County, a political subdivision of the State of Minnesota, by and through the Community Corrections Department, hereinafter "County" and the State of Minnesota acting through its Commissioner of Transportation, 1500 County Road B2 West, Roseville, MN 55113 hereinafter "MnDOT".

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

WHEREAS, under Minn. Stat. § 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the MnDOT desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates the Sentence to Service Program by providing work crews of non-dangerous criminal offenders plus a supervisor to perform unskilled labor; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with MnDOT for Sentence to Service work crews.

Now, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

- 1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and MnDOT with respect to Sentence to Service ("STS") work crews.
- 1.2 Cooperation. The County and MnDOT shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. MnDOT and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.
- 1.3 Term. The term of this Agreement shall be from January 1, 2025 to and including December 31, 2025, regardless of the date of signatures hereunder, unless earlier terminated by law or according to the provisions herein.
- 1.4 Definitions.
- a) Work Crew. A work crew shall consist of screened jailed inmates or community members supervised by a STS Work Crew Supervisor.
 - b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty minutes lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the MnDOT supervisor.

2. MnDOT'S RIGHTS AND OBLIGATIONS.

- 2.1 General Description. MnDOT shall receive STS work crews for up to ninety three (93) crew days in 2025. The specific days to be worked and the work to be performed shall be determined at least thirty days in advance of the work by MNDOT and the County.

2.2 Total Cost. MnDOT will pay the work crew per day price established annually by the Dakota County Board of Commissioners. For 2025, the work crew per day price is \$481.00 for a crew of five or more workers and \$240.60 for work crews with less than five workers. The total amount to be paid by MnDOT pursuant to this Agreement shall not exceed \$45,000.00 in 2025. The continuation of this Agreement beyond June 30, 2025 (the end of the State of Minnesota Fiscal Year) is conditioned upon the availability and encumbrance of funds for such purpose as required by law.

2.3 Work Projects. MnDOT will provide work projects requiring unskilled labor such as litter pick-up, light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a MnDOT representative and the Crew leader sign off that work has been satisfactorily completed.

2.4 Crew. Work crew members are not employees of MnDOT or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for MnDOT pursuant to this Agreement.
- Designate a person as the County's representative with respect to MnDOT's services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to MnDOT for payment by June 1, 2025 and December 1, 2025. MnDOT will provide payment within 30 days of receipt of the invoice. The June 1 invoice will reflect the total number of work crew days provided up to that point. The December 1 invoice will reflect the total number of work crew days provided that year, up to 66, minus the number already accounted for in the first billing.

3.3 Work Projects. The County, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer MnDOT the opportunity to use more than 66 crew days per year without additional cost to MnDOT if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. § 466, and other applicable laws govern liability arising from the County's acts or omissions. It is understood and agreed that the provisions of the State Tort Claims Act, Minnesota Statute § 3.736, and other applicable laws, govern liability arising from MnDOT's acts or omissions. It is further understood and agreed that Minnesota Statute § 3.739 solely governs claims for injury and death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of MnDOT for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this State on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of MnDOT but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of MnDOT.

5. **FORCE MAJEURE.**

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

6. **TERMINATION.**

- 6.1 Good Cause. If either party fails to fulfill its obligations under this Agreement, such failure shall be considered good cause to terminate this Agreement on seven days' notice by the other party.
- 6.2 With or Without Cause. This Agreement may be terminated with or without cause, by the County or MnDOT upon thirty (30) days written notice.
- 6.3 Effect of Termination. Termination of this Agreement shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.
- 6.4 Termination by County - Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County or MnDOT may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to perform the services anticipated by this Agreement. Notice of Termination must be in writing and must be made by certified mail or personal delivery to the Authorized Representative, or served on the Authorized Representative in accordance with Minn. R. Civ. P. 4. Notice of Termination is deemed effective upon signed certified mail receipt or personal delivery. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. **REPRESENTATIVE.**

Liaison. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by MnDOT and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, MnDOT shall inform the County of any changes to MnDOT's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Agreement the following persons are the designated liaisons:

MNDOT Liaison:
Dewayne Jones
Northwest Region Superintendent
Phone: 651-234-7944

County Liaison:
Melissa Thoms
Contract Specialist
Phone: 651-554-5807

9. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and MnDOT.

10. COMPLIANCE WITH LAWS/STANDARDS.

- 10.1 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota.
- 10.2 MnDOT agrees to abide by all applicable Federal and State laws, statutes, rules and regulations now in effect or hereinafter adopted pertaining to this agreement or other facilities, programs and staff for which it is responsible.

11. SEVERABILITY.

- 11.1 The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

12. Government Data Practices.

- 12.1 The Minnesota Government Data Practices Act applies to all data exchanged between the parties to this Agreement, and to all data collected, received, or stored under this Agreement. The County will not provide non-public or not-public data to MnDOT unless MnDOT has a business need for that data. The County will advise MnDOT if the County provides any non-public data to MnDOT.

13. Audits.

- 13.1 Pursuant to Minnesota Statute § 16C.05, the parties' books, records, and accounting practices and procedures, relevant to this Agreement, will be subject to examination by the parties, the State Auditor, and the Legislative Auditor, for a minimum of six years.

14. Merger.

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

COUNTY OF DAKOTA

By: Marti Fischbach _____
Title: Community Services Director

Date of Signature: _____

Signature: _____

STATE OF MINNESOTA

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

By _____

Title: _____

Date of Signature: _____

Signature: _____

COMMISSIONER OF ADMINISTRATION

By _____

Date of Signature: _____

Signature: _____

STATE ENCUMBRANCE VERIFICATION

By _____

Title: _____

Date of Signature: _____

SWIFT Contract ID:

SWIFT PO #:

Approved as to form:

Assistant County Attorney/Date

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE [Click or tap here to enter text.](#)
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2025 – 12/31/2025

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the [Click or tap here to enter text.](#), hereinafter “City.” This Agreement uses the word “parties” for both County and City.

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

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$[Click or tap here to enter text.](#) for [Click or tap here to enter text.](#) (Click or tap here to enter text.) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2025 (“Effective Date”) and expires on December 31, 2025 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of the County, shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 57 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$[Click or tap here to enter text.](#). The County will invoice the City for actual crew days worked up to [Click or tap here to enter text.](#) days at the following rates:

(STS)	Custom
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- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County [\\$Click or tap here to enter text.](#) no later than May 31, 2025, and shall pay the remaining [\\$Click or tap here to enter text.](#) no later than October 1, 2025.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, are employees of the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 57 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

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

6. TERMINATION.

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

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within

(STS)

Custom

the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

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

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

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.
 Click or tap here to enter text.

County Liaison:

Melissa Thoms
 Contract Specialist
 1 Mendota Rd. West
 West St. Paul, MN 55118
 651-554-5807
Melissa.thoms@co.dakota.mn.us

9. AMENDMENTS.

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

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

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

12. MERGER.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF [Click or tap here to enter text.](#)
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3862

Agenda #: 4.4

Meeting Date: 11/19/2024

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Avivo for Minnesota Family Investment Program (MFIP) employment services.

SUMMARY

The County is required to administer the MFIP program for eligible Dakota County residents. MFIP is funded through Temporary Assistance to Needy Families (TANF) funds and provides public financial assistance, supportive services, and employment and training services with the goal of helping clients achieve sustainable self-sufficiency. The Dakota-Scott Workforce Development Board (WDB) provides a recommendation to the County Board on the MFIP program to better coordinate all training and employment services, including Workforce Innovation and Opportunity Act (WIOA) and TANF programs.

A Request for Proposal (RFP) of MFIP employment services was issued on September 22, 2023. Two proposals were received. Upon careful review of the proposals, the WDB Evaluation Committee members selected the proposal for Avivo, and the WDB approved the committee’s recommendation at its November 17, 2023, meeting (Attachment: Solicitation Summary).

By Resolution No. 23-571 (December 19, 2023), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for MFIP services in an amount not to exceed \$1,043,244 for the period of January 1, 2024 through December 31, 2024.

The WDB Executive Committee has recommended and approved execution of a contract with Avivo on November 15, 2024, for MFIP services, in an amount not to exceed \$1,200,000 for the period of January 1, 2025 through December 31, 2025.

OUTCOMES

1,343 clients received employment services from January 1, 2024 through October 15, 2024, with 553 people exiting. The average wage at exit for those with employment was \$19.99 per hour.

- 243 clients had “successful exits”: 233 clients had unsubsidized employment, 10 clients were on Social Security Insurance or Retirement, Survivors, and Disability Insurance
- Other reasons for exits include: 29 not extended/60 months; 5 no longer in household; 12 no

eligible child; 10 moved from state; 111 moved from county; 51 failure to file (Household Report Form or recertification); 7 sanction/closed; 72 administrative separation; 18 voluntary separation; and 27 other

See Attachment: Outcomes, for additional outcomes data.

RECOMMENDATION

Staff recommends executing a contract with Avivo for MFIP employment services in an amount not to exceed \$1,200,000 for the period of January 1, 2025 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

The total budget amount of \$1,200,000 for this contract will be included in the 2025 County Manager’s Recommended Budget. Of the total contract amount budgeted, 100 percent is federal funds. This contract will 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 amount due.

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

RESOLUTION

WHEREAS, the County is required to administer the Minnesota Family Investment Program (MFIP) program for eligible Dakota County residents; and

WHEREAS, MFIP is funded through Temporary Assistance to Needy Families (TANF) funds and provides public financial assistance, supportive services, and employment and training services with the goal of helping clients achieve sustainable self-sufficiency; and

WHEREAS, the Dakota-Scott Workforce Development Board (WDB) provides a recommendation to the County Board on the MFIP program to better coordinate all training and employment services, including Workforce Innovation and Opportunity Act (WIOA) and TANF programs; and

WHEREAS, a Request for Proposal (RFP) of MFIP employment services was issued on September 22, 2023, and two proposals were received; and

WHEREAS, upon careful review of the proposals, the WDB Evaluation Committee members selected the proposal for Avivo, and the WDB approved the committee’s recommendation at its November 17, 2023, meeting; and

WHEREAS, by Resolution No. 23-571 (December 19, 2023), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for MFIP services in an amount not to exceed \$1,043,244 for the period of January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo for Minnesota Family Investment Program employment services in an amount not to exceed \$1,200,000 for the period of January 1, 2025 through December 31, 2025, 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 contract amount and the contract term up to one year after initial expiration date, 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 amount due.

PREVIOUS BOARD ACTION

23-571; 12/19/23

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Outcomes

BOARD GOALS

A Great Place to Live

A Successful Place for Business and Jobs

A Healthy Environment

Excellence in Public Service

CONTACTS

Department Head: Nadir Abdi

Author: Jill Pittelkow

Solicitation Summary for MFIP Employment Services

Date of Solicitation: September 22, 2023

Number of Proposals Received: 2 (Avivo, Midway Home Services)

Review Team Agencies:

- Dakota County (Jenny Douville, Jill Pittelkow)
- Kraus Anderson (Joel Akason)
- Dakota Electric (Jeff Rainey)
- Dakota County Technical College (Michael Berndt)

Services Description: The primary purpose of this program is to provide MN Family Investment Program (MFIP) participants with assistance in overcoming barriers to employment and other relevant services that lead to independence from public assistance and result in long-term self-sufficiency. Dakota County will be selecting up to two providers that will be eligible for renewal of their contracts. Funding levels for program year 2024 have not yet been established, however, Dakota County expects to have approximately \$1,043,244.00 in funding for the period of January 1, 2024 – December 31, 2024.

Primary Deliverables: Fund amounts are subject to change based on state allocation levels and availability. Contract amounts will be amended annually with the providers selected through this RFP process. Effective dates of any contracts awarded under this RFP process are subject to change consistent with County mandates and provider performance relative to contracted program measures and standards.

Dakota County provides access to computer labs, conference rooms and on-site offices. A presence in the CareerForce Centers located in West Saint Paul and/or Burnsville is required. Dakota County MFIP participants are also eligible to receive support services, training funds and transportation assistance funded from sources outside this proposal.

Solicitation Selection Criteria:

Timeliness	5
Completeness	5
Overall Quality & Level of Professionalism	5
Overall Response	5
Workforce Center Presence	5
Staff Development and Supervision	15
Financial Literacy	10
Inclusion, Equity and Diversity	10
Retention and Follow-up Services	15
Innovative Practices	10
Past Performance	20
Organizational Capacity	10
Budget	5

Evaluation Results:

After a thorough review, the review panel recommended to award contracts with: Avivo, who is our current contracted provider.

Rationale of Recommended Vendor: Avivo has a mature system in place for managing staff performance and developing both technical competency and equity-informed practice. Avivo has a clear philosophy that includes career advancement, established communication channels, and offering a suite of services. Clear examples were provided from Avivo of innovative practices. Avivo is a well-established agency that has previously and currently contracts with Dakota County for these services. The proposal that was submitted is well written, well organized, with solid metrics that demonstrate clear capability of continuing to provide this service.

MN Family Investment Program (MFIP) – 2024 (1/1/24-10/15/24)

Source: Federal Department of Health & Human Services, MN Department of Human Services and Minnesota Department and Employment and Economic Development

Purpose of Grant: To provide employment and training services and income maintenance services to MFIP-eligible participants. Program participants are eligible for up to 60 months of support, barring no exceptions.

Who is served/eligible: Low income families that meet certain income requirements. Note: Enrollments were significantly impacted by COVID.

How served: MFIP participants are assigned to a financial worker and employment counselor to receive income maintenance and employment counseling and training services.

Provider: Avivo, Contract: \$1,043,244.

How much did we do?		How well did we do it?		Is anyone better off?		
Number Served	1,343	Average Time in Program (days)	347	Exits	553	
New Enrollments	553	Self-Support Index)	Within	Average Wage at Enrollment	\$14.93	
				Successful Exits**	243	43.9%
				Increase at Placement	\$19.99	33.9%

**Successful exits include:

- Entered registered apprenticeship program
- Entered unsubsidized employment
- Not eligible for the program
- Started business/self-employed



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3861

Agenda #: 4.5

Meeting Date: 11/19/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Hastings For Wellness Initiatives Funded Through Minnesota Department Of Health Statewide Health Improvement Partnership

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Hastings for wellness initiatives funded through the Minnesota Department of Health (MDH) Statewide Health Improvement Partnership (SHIP) grant.

SUMMARY

Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

In 2008, the state of Minnesota legislature passed a health reform law that created a comprehensive and coordinated health prevention strategy that spans across all of Minnesota's 87 counties and 10 tribal nations. A key component of this reform was to create SHIP, which invests in preventing chronic disease. SHIP is overseen by MDH and is administered by local public and tribal health partners. Dakota County Public Health receives an annual grant allocation through MDH to coordinate and fund SHIP strategies.

Human milk is an infant's first source of healthy nutrition, which supports lifelong positive public health outcomes for both mother and child. An employer is an important support system in achieving sustained lactation goals. Adequate lactation accommodations via an employer are a federal legal requirement, but limited resources exist to support employers in accessing technical assistance and other resources to meet this mandate. This initiative with the City of Hastings will support the development of an estimated three lactation space(s) for employees and other residents that may need to utilize a lactation space. The initiative will include technical assistance in policy, systems and environmental change to better serve the needs of new parents.

SHIP supports community-driven solutions to achieve four main goals including increasing physical activity, improving access to healthy foods, improving mental wellbeing, and reducing the use of, and exposure to, tobacco. SHIP specifically supports and funds community neighborhood organizations,

school districts and childcare organizations, health care settings, and other government worksites in wellness policy, systems, and environmental change initiatives.

For the past several years, grants have been awarded through a contract process with grantees. This year, Dakota County will enter into a JPA for wellness initiatives via the SHIP grant with the City of Hastings for Worksite Wellness Lactation Support (Attachment: JPA - City of Hastings).

Staff recommends authorization to execute a JPA with the City of Hastings for Worksite Wellness, for the term upon date of execution of the JPA through October 31, 2025, with a total agreement amount not to exceed \$6,000.

OUTCOMES

How Much: Up to \$6,000 to the City of Hastings for the execution of three lactation space(s) at public locations.

How Well: This work enhances lactation systems for Dakota County City of Hastings employees and residents who may need lactation space while on city property. This initiative will increase capacity to provide lactation space and support systems and policy development to sustain the environmental changes and meet federal requirements.

Is Anyone Better Off: Evaluation reporting and qualitative data will be collected during and at the completion of the initiative. One school worksite that received similar funding shared: “The fact that we have been able to designate four spaces and make them comfortable for nursing mothers in just a matter of months is a huge success for this District. The support from HR, Buildings & Grounds, Nutrition Services, and School Admin has been a driving force behind these changes, and it’s exciting to think that there are plans to make these spaces more permanent.” -Wellness Committee Chair & Nursing Mother.

RECOMMENDATION

Staff recommends authorization to execute a JPA with the City of Hastings for Worksite Wellness, for the term upon date of execution of the JPA through October 31, 2025, with a total agreement amount not to exceed \$6,000.

EXPLANATION OF FISCAL/FTE IMPACTS

There is \$0 cost to the County as it is completely funded through the SHIP grant.

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

RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, in 2008, the state of Minnesota legislature passed a health reform law that created a

comprehensive and coordinated health prevention strategy that spans across all of Minnesota's 87 counties and 10 tribal nations; and

WHEREAS, a key component of this reform was to create a Statewide Health Improvement Partnership (SHIP), which invests in preventing chronic disease; and

WHEREAS, SHIP is overseen by the Minnesota Department of Health (MDH) and is administered by local public and tribal health partners and Dakota County Public Health receives an annual grant allocation through MDH to coordinate and fund SHIP strategies; and

WHEREAS, human milk is an infant's first source of healthy nutrition, which supports lifelong positive public health outcomes for both mother and child; and

WHEREAS, an employer is an important support system in achieving sustained lactation goals; and

WHEREAS, adequate lactation accommodations via an employer are a federal legal requirement, but limited resources exist to support employers in accessing technical assistance and other resources to meet this mandate; and

WHEREAS, this initiative with the City of Hastings will support the development of three lactation space(s) for employees and other residents that may need to utilize a lactation space; and

WHEREAS, the initiative will include technical assistance in policy, systems and environmental change to better serve the needs of new parents; and

WHEREAS, SHIP supports community-driven solutions to achieve four main goals including increasing physical activity, improving access to healthy foods, improving mental wellbeing, and reducing the use of, and exposure to, tobacco; and

WHEREAS, SHIP specifically supports and funds community neighborhood organizations, school districts and childcare organizations, health care settings, and other government worksites in wellness policy, systems, and environmental change initiatives; and

WHEREAS, for the past several years, grants have been awarded through a contract process with grantees and this year, Dakota County will enter into a joint powers agreement (JPA) for wellness initiatives via the SHIP grant with the City of Hastings for Worksite Wellness Lactation Support; and

WHEREAS, staff recommends authorization to execute a JPA with the City of Hastings for Worksite Wellness, for the term upon date of execution of the JPA through October 31, 2025, with a total agreement amount not to exceed \$6,000.

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 the City of Hastings for worksite wellness lactation support, for the term upon execution of the joint powers agreement through October 31, 2025, with a total agreement amount not to exceed \$6,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: JPA - City of Hastings

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger

Author: Alex Groten

**JOINT POWERS AGREEMENT FOR WORKSITE WELLNESS
BETWEEN THE COUNTY OF DAKOTA AND**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and _____, Street Address, MN 55_ _ _ (“Contractor”), by and through their respective governing bodies.

RECITALS

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

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

WHEREAS, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded Contractor with SHIP funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the Contractor so that the Contractor may participate in the Dakota County SHIP Worksite Wellness program. All funds provided by the County are to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor Obligations under State Contracts. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be

periodically amended, including amendments dated August 23, 2021 and October 18, 2022. (“State Contracts”). See Exhibit 7. Contractor agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the Contractor within 30 days of execution.

- 4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$_____ for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through **October 31, 2025**.
- 5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the Contractor within 45 calendar days of the Contractor’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 6. All requests for reimbursement must be submitted by **October 31, 2025**. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. Contractor must provide their changes & testimonials using the form in Exhibit 3, Change and Testimonial Tracker. Contractor must provide their responses for sustainability using the form in Exhibit 4, Sustainability Checklist. Contractor must complete all of its responsibilities using the form in Exhibit 5, Deliverable Checklist.

- 6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

Marti Fischbach, or his/her successor, has the responsibility to monitor the Contractor’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor’s Authorized Representative is: **individual who signs the contract**
Name, address:
Telephone:

Email:

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the express written consent of the County. It is Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. Indemnification. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the

County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
 - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
 - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
 - (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
 - (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 - (2) The County may enforce any additional remedies it may have in law or equity.
 - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental

agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Special Conditions. The Contractor understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The Contractor shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the Contractor or its agents or employees.
 - (c) The Contractor, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Change and Testimonial Tracker;
 - Exhibit 4: Sustainability Checklist;
 - Exhibit 5: Deliverable Checklist;
 - Exhibit 6: Invoice Form; and
 - Exhibit 7: SHIP Agreements

20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

- 21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

The rest of this page is intentionally left blank. Signatures are on the following page.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: _____

Date: _____

Dakota County Contract _____
Dakota County KS 24-____



CONTRACTOR

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

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

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

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

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers
To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Exhibit 2 Service Grid

Erin update Service Grid to reflect new agency

Purpose: To support Dakota County community partners in worksite wellness projects.

Contractor Responsibilities

The Contractor responsibilities include the establishing or improving of fundamental elements of a healthy workplace and implementing policy, environmental, systems and social support changes in the selected focus strategy. The new initiative will be implemented organization-wide per the work plan. Contractor will focus on creating lactation-friendly workspaces at **two of their fire stations**.

Dakota County Public Health Department will provide up to \$_____ and one **2024 Midwest Health Promotion Conference registration fee (up to \$220) from the Statewide Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH)** upon receipt and acceptance of the Contractor performing the following deliverables:

- For services performed, pay will take place in installments. After deliverables 1-6 listed in Exhibit 5 are completed, 50% of the payment will be made. After completion of deliverables 7-12 in Exhibit 5 are completed, the remaining 50% payment will be made.

Budget

Expense Description	Amount
2024 Midwest Health Promotion Registration Fee	\$
Deliverables 1 – 6 (Exhibit 5) Completed – Installment 1 Payment (50%)	\$
Deliverables 7 – 12 (Exhibit 5) Completed – Installment 2 Payment (50%)	\$
Total	\$

Contractor Deliverables UPDATE

- Contractor will attend regularly scheduled meetings, likely monthly or as determined by both parties. During meetings contractor will provide updates on project milestones, work status, and other relevant project issues through email, phone and/or video check-ins.
- Submit goals/work plan by **July 1, 2024**.
- Submit pre- and post- photos; include photos of signage of changes (if applicable) per health promotion specialist with mutually agreed upon due dates.
- Submit baseline and post- assessment if applicable with mutually agreed upon due dates.
- Complete organizational assessments
- Submit following documents by **October 31, 2024**
- Change and testimonial tracker (Exhibit 3)
- Sustainability checklist (Exhibit 4)
- Deliverable checklist (Exhibit 5)
- new or revised Contractor policy (include policy before revision if applicable)
- Register and attend 2024 Health Source Solutions Midwest Health Promotion Conference **on September 25, 2024**. Submit invoice to Dakota County. Registration must occur before September 25, 2024 to be reimbursable. Optional, but highly encouraged.

- Submit completed Deliverables Checklist to Dakota County Public Health Liaison by **October 31, 2024** (Exhibit 5)

County roles and responsibilities:

- Provide technical assistance and support through process.
- Organize and facilitate collaborative meetings which provide training on SHIP worksite wellness sub-strategies and potential peer-to-peer sharing opportunities.
- Research and provide worksite wellness tools and resources.
- Facilitate yearly organizational assessment and other assessments as needed.
- Provide evaluation and policy development expertise.
- Assist with reporting results.

Notes:

- The grant funds provided to Contractor under this agreement are also subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. The County will provide copies of these contracts to Contractor upon request. Contractor agrees to comply with all such terms and conditions
- Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. **Please allow a minimum of 7 business days for approvals in advance of public release.**
- Contractor shall include SHIP tagline in all print and electronic documents: **Funding for this project was provided by the Statewide Health Improvement Partnership of Dakota County.**

Interpreters

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

State Contract

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. These agreements with the state are also attached to this agreement.

Insurance, Diversity, and Equity

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

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

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

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

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

Exhibit 3 - Change and Testimonial Tracker

List all changes related to wellness for this Contract period April 2024 - October 31, 2024
Organizational Supports (i.e., Leadership Support, Wellness Committee, Communication Strategies, etc.)

Policy Changes (i.e., New/Updates Policies, guidelines, overviews, employee handbooks, etc.)

Systems Changes (i.e., committee charters, processes and procedures, blueprint documents, employee handbooks, resource organization, new hire processes, intranet sites, mission/vision statements, branding, etc.)

Environmental Changes (i.e., New/Updated facilities, spaces, equipment, signage, vending, tangible items, etc. pictures are encouraged)

Additional Items/Wellness Activities (i.e., social support activities, tracking, surveys, etc.)

List 1-2 stories employee testimonials or stories about how these changes personally affected them.

Date	Affiliation with site	Testimonial or Story

--	--	--

Exhibit 4 Sustainability Checklist

Dakota County SHIP

Date:_____

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at Contractor's organization.

1. Partner name and short description of SHIP project:

2. Does Contractor have a written plan for sustaining this initiative? Check one option:
 - ____ Yes, a written plan is in place (please include a copy)
 - ____ Not yet, a written plan will be in place within the next ____ months
 - ____ No, we do not plan to create a written plan

3. If known, please provide name(s) and title(s) of Contractor's staff who plan to manage this initiative post-SHIP funding.

Name and Title:			
Select one box per item:	Yes	No	Notes
There is leadership support for the initiative post-SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities for staff to participate in sustaining this initiative (e.g., assist with implementation, offer feedback, receive/provide training).	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative aligns with our organization's strategic plan.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities to partner with other agencies/vendors to support this initiative (e.g., share expertise, receive/provide training, expand networks, collaborate).	<input type="checkbox"/>	<input type="checkbox"/>	
We have identified potential funding sources or are able to draw from internal resources (e.g., staff time, part of our operational budget) to support this initiative.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will meet the needs of our target audience.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will be sustainable post SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
What other approaches, if any, are you considering to sustain this initiative?			
What leadership support(s) are in place to sustain this initiative?			
Have any other funds been received during this reporting period to support the project, list the amount and source:			

List and describe any barriers:

Exhibit 5 - Deliverable Checklist

Contract #: _____

Worksite Name: _____

Submit by DATE, via email to:
 Dakota County Public Health Department*
 Attn: Erin Ostrowski
 Email: erin.ostrowski@co.dakota.mn.us
 Phone: (651) 554-6154

	Deliverable	Completion Date
1.	Organizational assessment: Pre-assessment Spring/Early Summer 2025	
2.	Pre-photo: baseline, if applicable	
3.	Baseline assessment SEWA (if applicable, optional surveying)	
4.	Regular check-ins	
5.	Work plan (DATE)	
6.	Regular check-ins	
7.	Post- photo: after change completed, if applicable	
8.	Post-assessment SEWA (if applicable, optional surveying)	
9.	Organizational assessment: post-assessment Fall 2025	
10.	Exit Documents: <ul style="list-style-type: none"> • Change and Testimonial tracker (Exhibit 3) • Sustainability checklist (Exhibit 4) 	
12.	New or revised policy *Include previous policy (if it was revised)	

Reimbursement will take place within 30 days of County’s receipt and acceptance of the Contractor’s completed Deliverable Checklist. All deliverables are due **October 31, 2025**. All reimbursement receipts must be turned in by **October 31, 2025** to ensure payment.

Exhibit 6 - Invoice Form

Invoice #:
Contract #:
Project Name SHIP Worksite Wellness

Invoice Date:

Remit to:
 AGENCY NAME
 Attn:
 Email:
 Phone:

Bill to:
 Dakota County Public Health Department
 Attn: Erin Ostrowski
 Email: erin.ostrowski@co.dakota.mn.us
 Phone: (651) 554-6154

Detailed description of materials/goods	Total Price
SHIP Worksite Wellness (for completion of deliverables)	
Midwest Health Promotion conference	
Subtotal	\$

Comment:	Grand Total
	Balance Due \$

*Invoices and receipts should be scanned and emailed to Erin.Ostrowski@co.dakota.mn.us

Reimbursement will take place within 30 days of County's receipt and acceptance of the Contractor's completed Deliverable Checklist. All deliverables are due **October 31, 2025**. All reimbursement receipts must be turned in by **October 31, 2025** to ensure payment.

Exhibit 7 – SHIP Amendments

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Exhibit 7



CHS Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

Minnesota Department of Health
Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Meredith Ahlgren, 651-201-5446, meredith.ahlgren@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Dakota County Community Health Board	Grant Agreement/Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$782,859.00
Grantee SWIFT Vendor Number: 0000197289	Period of Performance Start Date: November 1, 2020	Total State Grant Funds: \$782,859.00
SWIFT Vendor Location Code: 001	Period of Performance End Date: October 31, 2025	Total Federal Grant Funds: N/A

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

**Minnesota Department of Health
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("State") and the Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, ("Grantee").

1. Under Minnesota Statutes 144.0742, the State is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The State and the Grantee have entered into Master Grant Contract number 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide health Improvement Partnership (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. The Grantee represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the State. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1 Incorporation of Master Grant Contract. All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2 Term of Agreement.

2.1 Effective date. This grant project agreement shall be effective on November 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

2.2 Expiration date. October 31, 2025, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3 Grantee's Duties and Responsibilities. Grantee shall comply with the following grant requirements:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1, 2020. If the work plan is not approved by November 1, 2020, Grantee cannot perform work under this agreement.
2. Perform the activities approved in the work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with community specialists
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February 29
February 1 – April 30	May 3
May 1 – July 31	August 30
August 1 – October 31	November 30

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal,

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number_183510
Between the Minnesota Department of Health and Dakota County Community Health Board

state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4 Consideration and Payment.

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant project agreement as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State’s Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission dates specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

(c) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the State and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the State for each month and submitted within 45 days after the end of the month.

(b) Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by Grantee: A local match of ten percent of the total funding allocation will be provided and documented.



- 5 Conditions of Payment.** All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
- 6 Ownership of Equipment.** The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.
- 7 Authorized Representatives.**
- 7.1 State's Authorized Representative.** The State's Authorized Representative for purposes of administering this grant project agreement is Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 Grantee's Authorized Representative.** The Grantee's Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.
- 8 Termination.**
- 8.1 Termination by the State or Grantee.** The State or Grantee may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
- 8.2 Termination for Cause.** If the Grantee fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.
- 8.3 Termination for Insufficient Funding.** The State may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.
- 9 Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19
Grant Project Agreement Number 183510
Between the Minnesota Department of Health and Dakota County Community Health Board

others, or any subgrantees shall identify the State as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the State's Authorized Representative.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sarah Martin Digitally signed by Sarah Martin
Date: 2020.09.21 07:24:57 -0500

Date: 9/18/2020

SWIFT Contract/PO No(s): 183510/3000078983

2. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Marti Fischbach DocuSigned by:
Marti Fischbach
96029F9D832D437... Marti Fischbach

Title: Community Services Director

Date: 09/24/2020 1 4:57 PM CDT

By: _____

Title: Interim Procurement Supervisor

Date: 9/28/2020

3. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Maria Rodriguez Digitally signed by Maria Rodriguez
Date: 2020.10.01 16:55:30 -0500

Title: Interim Procurement Supervisor

Date: 10/1/2020

/s/ Suzanne W. Schrader
Assistant County Attorney
Dakota County Attorney's Office
Sept. 24, 2020
KS-20-420

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

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Amendment #1 for Grant Project Agreement #183510
 Between the Minnesota Department of Health and
 Dakota County Community Health Board

Minnesota Department of Health
 Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: November 1, 2021

ATTACHMENT: Amendment #1

CONTACT FOR MDH: Alice Englin, 507-508-0988, alice.englin@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Dakota County Community Health Board	Grant Agreement/Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$1,565,718
Grantee SWIFT Vendor Number: 0000197289 SWIFT Vendor Location Code: 001	Period of Performance Start Date: November 1, 2020 Period of Performance End Date: October 31, 2025	Total State Grant Funds: \$1,565,718 Total Federal Grant Funds: N/A

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$782,859
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	N/A
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$1,565,718

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul MN 55118 (hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Agreement is being amended to add funding for Year 2.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year, ~~2020~~. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, ~~November 1, 2020~~, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #1 for Grant Project Agreement #183510
Between the Minnesota Department of Health and
Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February 28 ²⁹
February 1 – April 30	May <u>30</u>
May 1 – July 31	August 30
August 1 – October 31	November 30

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity or increase well-being.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts,

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assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	\$782,859 To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$1,565,718. ~~\$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).~~

REVISION 3. Clause 4 (4.2a). "Terms of Payment" is amended as follows:

(a) Invoices. The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed and submitted on a form prescribed by the State for each month and submitted within 45 days after the end of the month, with the exception of June invoices, which should be submitted within 30 days after the end of the month.

REVISION 4. Clause 7. "Authorized Representatives" is amended as follows:

7.1 State's Authorized Representative. The State's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5809, kris.igo@state.mn.us, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Grantee's Authorized Representative. The Grantee's Authorized Representative is Marti Fischbach, Community Services Director, 1 Mendota Rd. W., Suite 500, West St. Paul MN 55118 651-554-5742, marti.fischbach@co.dakota.mn.us, Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions,

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Amendment #1 for Grant Project Agreement #183510
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and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Christina Mish Digitally signed by Christina Mish
Date: 2021.08.20 06:34:27 -05'00'

Date: August 20, 2021

SWIFT Contract/PO No(s): 183510/3-87097

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Marti Fischebach
96039F9D032D437

Title: Community Services Director

Date: 8/23/2021

Approved as to form:

DocuSigned by:
By: Suzanne Schwader
FE11A05A7186446

Title: Asst Cty Atty KS-20-420-1 Bd Res 20-382

Date: 8/23/2021

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:
By: Jeffery Colonna (with delegated authority)
F38FB9332D94404

Title: Finance Director

Date: 8/23/2021

Distribution:

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

CHB Grant Project Agreement Amendment (03/2018)

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: November 1, 2022
ATTACHMENT: Amendment
CONTACT FOR MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
Name of MDH Grantee: Board of Commissioners, acting as the Dakota County Community Health Board	Grant /Project Agreement Number: 183510	Total Grant Funds (all funding sources): \$3,914,295.00
Grantee SWIFT Vendor Number: 0000197289	Period of Performance Start Date: 11/1/2020	Total State Grant Funds: \$3,914,295.00
SWIFT Vendor Location Code: 001	Period of Performance End Date: 10/31/2025	Total Federal Grant Funds: \$0.00

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Amendment #2 for Grant Project Agreement # 183510
 Between the Minnesota Department of Health and Board of Commissioners,
 acting as the Dakota County Community Health Board

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$2,348,577.00
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859.00
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	\$782,859.00
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$3,914,295.00

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and Board of Commissioners, acting as the Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118 (hereinafter "Grantee").

Recitals

1. MDH has a grant project agreement with Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as commercial tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Original Grant Project Agreement is being amended to add funding for Years 3 through 5.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

- 6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
- 7. Participate in site visits and grant reconciliation processes with State.
- 8. Participate in regularly scheduled calls and meetings with State community specialists.
- 9. Participate in State-sponsored technical assistance calls, webinars and trainings.
- 10. Attend State-sponsored conferences, meetings and in-person trainings.
- 11. Comply with State product approval outlined in the *SHIP Communications Guide*.
- 12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

- 1. Participate in all required evaluation activities as outlined in the SHIP Application.
- 2. Completed progress and evaluation reports will be due quarterly for Years 1-2 (November 1, 2020-October 31, 2022, and biannually for Years 3-5 (November 1, 2022-October 31, 2025). The schedule for quarterly and biannual reporting is provided below. The State will provide guidance regarding the required content of the reports.

<u>Quarterly Reporting Period</u>	<u>Report Submission Due Date</u>
November 1 – January 31	February 28
February 1 – April 30	May 30
May 1 – July 31	August 30
August 1 – October 31	November 30
<u>Biannual Reporting Period</u>	<u>Report Submission Due Date</u>
<u>November 1 – April 30</u>	<u>May 30</u>
<u>May 1 – October 31</u>	<u>November 30</u>

Financial

- 1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
- 2. Obtain prior approval from the State for all ~~subcontracts or mini-grants~~ service contracts or community partner awards \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
- 3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
- 4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
- 5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
- 6. Report to the State other funding sources, including grants from other sources, that are directed toward commercial tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
- 7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
- 8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce commercial tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce commercial tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
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replace federal, state, local, or tribal funding Grantee currently uses to reduce commercial tobacco use and exposure, prevent obesity or increase well-being.

- 9. Adhere to the guidance set forth by MDH in the Incentive Guidelines for MDH Grantees. The Grantee may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. The Grantee must have written effective policies and procedures on file before purchasing any incentive instruments. The Grantee is required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) *Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	\$782,859.00
Year 3: November 1, 2022 – October 31, 2023	\$782,859.00 To Be Determined
Year 4: November 1, 2023 – October 31, 2024	\$782,859.00 To Be Determined
Year 5: November 1, 2024 – October 31, 2025	\$782,859.00 To Be Determined

(b) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed ~~\$3,914,295.00, \$1,565,718.00.~~

REVISION 3. Clause 7 (7.1). "Authorized Representatives" is amended as follows:

7.1 *State's Authorized Representative.* The State's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Supervisor, Community Initiatives Unit, Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-431-2449, fred.ndip@state.mn.us, 651-201-5809, kris.igo@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

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Amendment #2 for Grant Project Agreement # 183510
Between the Minnesota Department of Health and Board of Commissioners,
acting as the Dakota County Community Health Board

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Charlotte Paulson Digitally signed by Charlotte Paulson
Date: 2022.08.16 09:12:42 -05'00'

SWIFT Contract & Initial PO: 183510/3-96560

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Approval as to form

Signature: Suzanne W. Schrader Signature: _____
Title: ASST Cty Atty KS-20-420-2 Bd RES. 20-382 Title: _____
Date: 10/18/2022 | 9:06:44 AM CDT Date: _____

Authorized signer

Signature: Marti Fischbach Signature: _____
Title: Community Services Director Title: _____
Date: 10/18/2022 | 9:10:20 AM CDT Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Jeffery Colonna
(with delegated authority)
Title: Purchasing Supervisor
Date: 10/18/2022 | 10:03:33 AM CDT

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3865

Agenda #: 4.6

Meeting Date: 11/19/2024

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Independent School District 196 For Facility Use For Parent Coach Training, And Registration And Advertisement Support

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Independent School District 196 (ISD 196) for use of their facility for Parent Coach training and support with registration and advertisement.

SUMMARY

Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

Substance use prevention requires education at an early age. Dakota County Public Health is committed to supporting school districts and parents in the common mission of disrupting misinformation that can lead young people to engage with illegal substances. Parents are often a first line of defense when it comes to recognizing warning signs and ensuring healthy communication with young people. This training is part of a larger, more comprehensive, goal of parent engagement that creates a strong ecosystem of support around students and encourages healthful practices. ISD 196 will create the registration for this event and will help advertise the opportunity to the community. A trainer will speak at Eastview High School in 2025 and all Dakota County residents will be invited.

Staff recommends authorization to enter into a JPA with ISD 196 (Attachment: JPA-ISD 196) for the use of facility space for the Parent Coach training and support with registration and advertisement.

OUTCOMES

How Much? Training will be open to any parent in ISD 196 and all Dakota County residents. This will have an impact beyond the ISD 196 community and create stronger support systems to reduce substance use in young people.

How Well? Evaluation of the event will be conducted to improve future engagement events and systems for parents to interact with their school communities.

Is Anyone Better Off? Parents will be more equipped to have conversations with children around substance use.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 196 for the use of facility space for the Parent Coach training and support with registration and advertisement.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action.

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

RESOLUTION

WHEREAS, Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, substance use prevention requires education at an early age and Dakota County Public Health is committed to supporting school districts and parents in the common mission of disrupting misinformation that can lead young people to engage with illegal substances; and

WHEREAS, parents are often a first line of defense when it comes to recognizing warning signs and ensuring healthy communication with young people and this training is part of a larger, more comprehensive, goal of parent engagement that creates a strong ecosystem of support around students and encourages healthful practices; and

WHEREAS, Independent School District 196 (ISD 196) will create the registration for this event and will help advertise the opportunity to the community, inviting all Dakota County residents; and

WHEREAS, the trainer will speak at Eastview High School in 2025; and

WHEREAS, staff recommends authorization to enter into a joint powers agreement with ISD 196 for the use of facility space for training and support registration and advertisement.

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 Independent School District 196 for the use of facility space for training and support with registration and advertisement for Parent Coach training.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: JPA - ISD 196

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger
Author: Alex Groten

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT 196
FOR PARENT COACH TRAINING SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter "County," and Independent School District 196, 3455 153rd Street West, Rosemount, MN 55068, hereinafter "School District." This Agreement uses the word "Parties" for both County and School District.

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

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County and the School District would like to provide Parent Coach Training services to Dakota County residents;

WHEREAS, the School District will provide the location for the Parent Coach Training, will advertise the training services, and will create the registration process for the training;

WHEREAS, Dakota County will be contracting with MKG Parent Coach, LLC to provide such training at the School District's facility, and

WHEREAS, the Parties' respective governing boards have authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

- 1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the provision of Parent Coach Training defined herein.
- 1.2 Cooperation. The County and the School District shall cooperate and use their best efforts to fulfill their respective obligations in this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 1.3 Term. This Agreement is dependent on the approval and execution of a contract between the County and MKG Parent Coach, LLC ("MKG") to provide Parent Coach Training services at the School District's facility. To the extent such contract has been executed, the effective date of this Agreement shall be the date the last party executes this Agreement. County will provide a copy of its contract with MKG to School District upon request.
- 1.4 Services. The Services to be provided by the Parties are described in Exhibit 1, Service Grid.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Contract with and pay MKG to provide the Parent Coach Training services at School District on a mutually agreed-upon date(s) and time(s);
- B. Have the right to promote the date(s), time(s) and location(s) of Parent Coach Training to county residents; and

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Provide staff to assist the County in coordinating the Parent Coach Training on mutually agreed-upon date(s) and location(s);
- B. Allow the use of a large capacity room at Eastview High School for the Parent Coach Training, and to ensure that the school and room will be accessible to the training participants on the scheduled date(s);
- C. Provide access to public wireless internet;
- D. Advertise and promote the date(s) and time(s) of the Parent Coach Training; and
- E. Create the registration process for the training.

4. LIMITATION OF LIABILITY

- 4.1 Liability for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. To the extent permitted by law, each Party agrees to defend indemnify and hold harmless the other party, its employees, elected officials and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents.
- 4.2 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466.

5. FORCE MAJEURE

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

6. TERMINATION

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 60 (sixty) days' Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or Effective Date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Immediate Termination– Lack of Funding. Either Party may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement from a non-governmental source are unavailable, when funds are not substantially appropriated, when funds originally appropriated for this Agreement become unavailable or when funds are not appropriated by either Party's respective Board. Each Party has sole discretion to determine if there is a lack of funding. Neither Party is subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

the Parties are individually responsible. Any violation of this article is a material breach of this Agreement. No Notice of Default is required to terminate under this article.

10. GOVERNING LAW

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 Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA.
- 11.3 The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

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

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:

Exhibit 1 – Service Grid.

By signing this Agreement, the Parties acknowledge receipt of the above Exhibit(s). If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

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

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

Assistant County Attorney/Date
County Attorney File No.

Approved by School Board
Resolution on _____

Approved as to form:

Attorney for School District/Date

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director
Date of Signature _____

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 – Service Grid

Duties of Contractor:

- Provide staff to assist the County in coordinating the Parent Coach Training on mutually agreed-upon date(s) and location(s);
- Allow the use of a large capacity room at Eastview High School for the Parent Coach Training, and to ensure that the school and room will be accessible to the training participants on the scheduled date(s);
- Provide access to public wireless internet;
- Advertise and promote the date(s) and time(s) of the Parent Coach Training; and
- Create the registration process for the training.

Duties of County:

- Contract with and pay MKG Parent Coach, LLC to provide the Parent Coach Training services at School District on a mutually agreed-upon date(s) and time(s);
- Have the right to promote the date(s), time(s) and location(s) of Parent Coach Training to county residents; and

Duties of MKG Parent Coach, LLC:

- Date of Services: March 4th, 2025 (plus planning and preparation for this event)
- Time of Services: 6:00 – 8:00 p.m.
- Location of Services: ISD 196 - Eastview High School
- Dates and Location of Services are subject to change and to be determined as agreed upon by both parties.
- The Contractor will provide any handouts, materials and supplies as needed for the training.

Inclusion, Diversity, and Equity

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

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

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

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

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

to the termination provision in the Contract.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3786

Agenda #: 4.7

Meeting Date: 11/19/2024

DEPARTMENT: Social Services-Aging & Disability Services

FILE TYPE: Consent Action

TITLE

Authorization To Accept Grant Funds From Minnesota Department Of Human Services For Workforce Shortage Efforts, Execute Grant Agreement, And Amend 2024 Social Services Budget

PURPOSE/ACTION REQUESTED

Authorize acceptance of grant funds from the Minnesota Department of Human Services for Workforce Shortage efforts, execution of the grant agreement, and an amendment to the 2024 Social Services Budget.

SUMMARY

Dakota County created a time limited Workforce and Provider Shortage workgroup from November 2022 through June 2023 to work collaboratively with stakeholders to address the shortage of workers impacting people with disabilities. The workgroup was led by Commissioner Laurie Halverson and Commissioner Mary Liz Holberg along with Social Services Leadership and consisted of people with disabilities, their family members, state agency leaders and private sector leaders. The workgroup focused on learning about the impact the workforce shortage is having on people with disabilities through listening sessions, learning about what others are doing at a local and statewide level to address the workforce shortage, and brainstorming potential solutions that Dakota County could implement. As part of this work thirteen recommendations were identified and presented to the County Board in July 2023 and are included in the Attachment: Workforce Shortage Workgroup Recommendations Summary.

Dakota County's 2024 legislative priorities included a request for a direct appropriation to support the implementation of these recommendations. During the 2024 legislative session the legislature approved MN Law Chapter 125; Article 8; Sec.2; Subd 14; paragraph b that awards Dakota County with the following: \$500,000 in fiscal year 2025 is for a grant to Dakota County for innovative solutions to the disability services workforce shortage. Up to \$250,000 of this amount must be used to develop and test an online application for matching requests for services from people with disabilities to available staff, and up to \$250,000 of this amount must be used to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities. Staff anticipates this grant will be executed in 2024 and the funds will be immediately available.

OUTCOMES

How much?

The allocated \$500,000 will support the Dakota County community by working to improve attitudes and access through multiple approaches.

How well?

Social Services will be partnering with many individuals, stakeholder groups, community businesses and organizations to roll out this work. In fall of 2026 Dakota County will be providing a final report on the outcomes and recommendations of the pilot projects to the Minnesota Department of Human Services Commissioner and the ranking minority members of the legislative committees with jurisdiction over Human Services Finance and Policy.

Is anyone better off?

People with disabilities, their families and caregivers, educational settings, community businesses and organizations, and residents will be impacted and lives improved. Communities for All will accomplish this in three main ways: training to partners on disability inclusion topics, microgrants for modifications and supplies and equipment, and technical assistance to address increasing accessibility and inclusion.

RECOMMENDATION

Staff recommends that the Board of Commissioners authorizes acceptance of grant funds in the amount awarded, execution of the grant agreement, and an amendment to the 2024 Social Services Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. Authorization is requested to amend the 2024 Social Services Budget by \$500,000 to reflect the revenues and expenses associated with the grant.

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

RESOLUTION

WHEREAS, Dakota County created a time limited Workforce and Provider Shortage workgroup from November 2022 through June 2023 to work collaboratively with stakeholders to address the shortage of workers impacting people with disabilities; and

WHEREAS, the workgroup was led by Commissioner Laurie Halverson and Commissioner Mary Liz Holberg along with Social Services Leadership and consisted of people with disabilities, their family members, state agency leaders and private sector leaders; and

WHEREAS, the workgroup focused on learning about the impact the workforce shortage is having on people with disabilities through listening sessions, learning about what others are doing at a local and statewide level to address the workforce shortage, and brainstorming potential solutions that Dakota County could implement; and

WHEREAS, as part of this work thirteen recommendations were identified; and

WHEREAS, Dakota County’s 2024 legislative priorities included a request for a direct appropriation to support the implementation of these recommendations; and

WHEREAS, during the 2024 legislative session the legislature approved MN Law Chapter 125; Article 8; Sec.2; Subd 14; paragraph b that awards Dakota County with the following: \$500,000 in fiscal year 2025 is for a grant to Dakota County for innovative solutions to the disability services workforce shortage; and

WHEREAS, up to \$250,000 of this amount must be used to develop and test an online application for matching requests for services from people with disabilities to available staff and up to \$250,000 of this amount must be used to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities; and

WHEREAS, staff anticipates this grant will be executed in 2024 and the funds will be immediately available.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the Minnesota Department of Human Services grant funds for a total amount up to \$500,000 for Workforce Shortage efforts; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement effective from date of execution through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2024 Social Services Budget as follows:

Expense

Program Expense	<u>\$500,000</u>
Total Expense	\$500,000

Revenue

Workforce Shortage Grant	<u>\$500,000</u>
Total Revenue	\$500,000

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Workforce Shortage Workgroup Recommendations Summary

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Megan Zeilinger



Workforce Shortage Workgroup Recommendations Summary

Background

Dakota County created a time limited Workforce and Provider Shortage workgroup from November 2022 through June 2023 to work collaboratively with stakeholders to address the shortage of workers impacting people with disabilities. The workgroup consisted of County Commissioners, people with disabilities, their family members, state agency leaders and private sector leaders. The workgroup focused on learning about the impact the workforce shortage is having on people with disabilities through listening sessions, learning about what others are doing at a local and statewide level to address the workforce shortage, and brainstorming potential solutions that Dakota County could implement. The workgroup developed 13 recommendations presented to the County Board in July 2023. The full list of recommendations is available on the Dakota County website and is linked [here](#).

Legislative Appropriation

Dakota County's 2024 legislative priorities included a request for a direct appropriation to support the implementation of these recommendations. As a result, the legislature appropriated \$250,000 to be used to develop and test an online application for matching requests for services from people with disabilities to available staff, and up to \$250,000 to be used to develop a communities-for-all program that engages businesses, community organizations, neighbors, and informal support systems to promote community inclusion of people with disabilities. This work directly ties to the recommendations of the workgroup. The specific recommendations and deliverables from the overall recommendations that will be funded by the DHS appropriation are summarized below.

Summary of Workgroup Recommendations Funded by DHS Appropriation

	Communities for All	Gig Economy App
Goal	Pilot a program to provide training, technical assistance and/or micro grants to mainstream organizations and businesses to support the inclusion of people with disabilities.	Develop an online application that uses a "gig economy" approach where people who need assistance can seek available staff to meet their needs.
Current Work	Complete community assessment to set priorities and gather baseline data.	Current RFP is active seeking vendor to build the application and run the staffing program.
Next Steps	<ul style="list-style-type: none"> Active solicitation for community partners Begin implementing pilot programs and distributing micro grants in January 2025. 	<ul style="list-style-type: none"> Select vendor, award contract, and determine deliverables and scope. Begin the app design phase. Pilot the use of the app with Dakota County individuals.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3752

Agenda #: 4.8

Meeting Date: 11/19/2024

DEPARTMENT: Social Services-Adult Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Cantata Health Solutions LLC For Electronic Health Records System

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Cantata Health Solutions LLC for Electronic Health Records System.

SUMMARY

Dakota County Social Services solicited proposals on January 8, 2024, from qualified vendors for an Electronic Health Record (EHR) System Solution (Attachment: Solicitation Summary). The software solution is required to improve quality, safety, efficiency, care coordination for Social Service's mobile crisis response, crisis stabilization, mental health and substance use disorder services. This software will create efficiencies in operations for administrative functions, care documentation and coordination, fiscal and data tracking options as well as technology solutions for integrated health, exporting of data, outcome measurement and audit tools. The software will also allow trained staff to customize existing and develop reports leveraging the data within the system.

Dakota County received a total of eight proposals, of which three were requested to provide online demonstrations of the software. A panel consisting of Dakota County staff members viewed and scored the demonstrations using evaluation criteria developed by the panel as well as the Information Technology (IT) Department. IT determined that the cloud software, Arize EHR Enterprise, Software as a Service (SaaS) by Cantata Health Solutions LLC is best suited to meet Social Service's needs. Cantata Health Solutions LLC shall furnish the necessary software, equipment, and resources for project management, configuration, installation, software modification, system integrations, documentation, training, and software maintenance and support to provide a complete solution for Dakota County.

Staff requests that the Dakota County Board of Commissioners authorize execution of a contract with Cantata Health Solutions LLC effective January 1, 2025 through December 31, 2029 in an amount not to exceed \$365,000.

OUTCOMES

How much?

Improve business processes and productivity for 50 staff who handle approximately 16,000 client interactions, annually.

How well?

Successful implementation of electronic health record technology, leveraging technology to meet current and future business needs.

Is anyone better off?

Improved staff satisfaction with technology access and tools; enhanced client experience with access to forms/plans, electronic signature capability, care coordination and other features; increased ability to report and track service data, outcomes, and auditing; and maximizing revenue generation potential.

RECOMMENDATION

Staff recommends authorization to execute a contract with Cantata Health Solutions LLC for Electronic Health Records System services for the period of January 1, 2025 through December 31, 2029, in an amount not to exceed \$365,000.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding will be included in the 2025 County Manager’s Recommended Social Services Budget. The contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

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

RESOLUTION

WHEREAS, Dakota County Social Services solicited proposals on January 8, 2024, from qualified vendors for an Electronic Health Record (EHR) System Solution; and

WHEREAS, the software solution is required to improve quality, safety, efficiency, care coordination for Social Service’s mobile crisis response, crisis stabilization, mental health and substance use disorder services; and

WHEREAS, this software will create efficiencies in operations for administrative functions, care documentation and coordination, fiscal and data tracking options as well as technology solutions for integrated health, exporting of data, outcome measurement and audit tools; and

WHEREAS, the software will also allow trained staff to customize existing and develop reports leveraging the data within the system; and

WHEREAS, Dakota County received a total of eight proposals, of which three were requested to provide online demonstrations of the software; and

WHEREAS, a panel consisting of Dakota County staff members viewed and scored the demonstrations using evaluation criteria developed by the panel as well as the Information Technology (IT) Department; and

WHEREAS, IT determined that the cloud software, Arize EHR Enterprise, Software as a Service (SaaS) by Cantata Health Solutions LLC is best suited to meet Social Service’s needs; and

WHEREAS, Cantata Health Solutions LLC shall furnish the necessary software, equipment, and resources for project management, configuration, installation, software modification, system integrations, documentation, training, and software maintenance and support to provide a complete solution for Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Cantata Health Solutions LLC effective January 1, 2025 through December 31, 2029, in an amount not to exceed \$365,000; 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 contract amount and the contract term up to one year after initial expiration date, 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 amount due.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary

BOARD GOALS

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

CONTACTS

Department Head: Emily Schug

Author: Emily Schug

Electronic Health Records System Solicitation Summary

Date of Solicitation: January 8, 2024

Number of Proposals Received: 8

Review Team Agencies: Dakota County – Cassie O'tool, Alicia Ward, Meeghan Anderson, Tom VanCura, Jamie Rud-Collett, Emily Schug

Services Description: Dakota County Social Services is soliciting proposals from qualified vendors for an Electronic Health Record (EHR) System Solution. Respondents will present clear understanding of the product/services they offer, how they anticipate they will work together in our environment, and which components/features/services we would need to purchase to fulfill our needs. Vendors will also provide documentation and responses based on their solution to assist Dakota County Social Services with rating of product(s) against our requirements. Additionally, they will provide details regarding initial and ongoing technical support and training.

The software solution should improve quality, safety, efficiency, care coordination for our mobile crisis response, crisis stabilization, mental health and substance use disorder services. Software will create efficiencies in operations for administrative functions, care documentation and coordination, fiscal and data tracking options as well as technology solutions for integrated health, exporting of data, outcome measurement and audit tools. The software will also allow trained staff to customize existing and develop reports leveraging the data within the system.

Primary Deliverables:

1. Critical requirements:
 - HIPAA, CFR42 and 245G Compliance
 - Customizable or flexible data fields and workflows
 - Patient demographics, appointment tracking, records, history and clinical workflow including templates for mental health and substance use disorder services
 - Patient record sharing for referrals and continuity of care
 - Staff Licensure (tracking and accreditation records)
 - System Interfaces (ex. API files, direct access to data)
 - Reporting and analytics including customization
 - Insurance look up and billing for services

Solicitation Selection Criteria:

1. Evaluation and selection of Contractor, will be based on:

Responses to Attachment A: Functional Requirements: This is a spreadsheet that is saved with the solicitation documents that provides details to Dakota County that outline the ability of the software to create efficiencies in operations for administrative functions, care documentation and coordination, fiscal and data tracking options as well as technology solutions for integrated health, exporting of data, outcome measurement and audit tools. The software will also allow trained staff to customize existing and develop reports leveraging the data within the system. Selection for demonstration will be determined based on responses that address the detailed elements provided directly upon request.

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

Evaluation Results:

After a thorough review, the review panel recommended to award contracts with:

Cantata Health Solutions

Rationale of Recommended Vendor:

After the panel reviewed the submissions, it was determined using a scoring evaluation sheet that 3 vendors (Cantata, Patagonia and Streamline Healthcare) were the most closely related and were asked to provide demonstrations. Demonstrations took place by all vendors who were given specific criteria of what Dakota County panel members wanted to see. Second demos were then requested to see a different set of options more focused on payments/billing. After reviewing the scoring sheets, Cantata scored the highest and was selected as the vendor to begin negotiations.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3775

Agenda #: 4.9

Meeting Date: 11/19/2024

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Nexus Family Healing

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Nexus Family Healing to provide youth shelter support services for youth referred by Dakota County Social Services and Dakota County Community Corrections.

SUMMARY

The Children and Families section in the Social Services department and the Juvenile Corrections section in the Community Corrections department require a vendor to provide services at a Dakota County owned facility, 24 hours a day, 7 days a week, 365 days a year, for youth who are placed by county child protection, community corrections, children's mental health, crisis response teams, local law enforcement, or other applicable agencies.

Youth shelter support services are provided in a licensed Children's Residential Facility, known as Aspen House. They are defined in and are subject to the standards of Minnesota Statutes, Chapter 245A and Minnesota Rules, parts 2960.0010 to 2960.0710. Youth shelter support services provide a residential program offering short-term, time-limited placements of 90 days or less to residents who are in a behavioral or situational crisis and need out-of-home placement.

Aspen House provides short-term housing for up to 90 days for up to 12 residents, ages 12-18. County mobile crisis response, juvenile justice, child protection, and children's mental health teams utilize this program when youth temporarily need a safe place to stay away from home while service professionals (social workers, probation officers, therapists) work on reunification or longer-term solutions for the family. The services and programming at Aspen House include family engagement, maintaining family and cultural connections, family therapy, transition planning, and psychoeducation. Educational services are provided on-site in partnership with Independent School District 197.

Nexus Family Healing has provided youth shelter support services for Dakota County since Aspen House opened in October 2022. A Request for Proposal (RFP) was released on July 23, 2024, for youth shelter support services and Nexus Family Healing was selected. They have demonstrated their willingness and capability to provide youth shelter support services through their current collaboration with Dakota County and the RFP process. Staff have determined a need for four guaranteed bed days (two for Dakota County Community Corrections and two for Dakota County Social Services) at the per diem rate of \$512.38 per day.

Staff is requesting a contract with Nexus Family Healing for youth shelter support services for a not to exceed amount of \$1,900,000, effective January 1, 2025 through December 31, 2026.

OUTCOMES

How much?

2024 data through September 30, 2024:

- 65 youth served
- 1,727 bed days used by Dakota County
- Average length of stay = 23 days

How well?

- 100 percent Community Corrections youth placed on detention status made their initial appearance in court.
- 49 percent of youth re-unified with their parents following placement at Aspen House.
- 80 percent of residents rated their “care” at Aspen House as “favorable”.

Is anyone better off?

Quotes from youth staying at Aspen House:

- “I loved going to the outings and I loved the staff which made me feel like I belonged.” - Youth
- “Being in the community and having fun.” - Youth
- “Thank you for not giving up on me so fast, for real, and I know I have my bad days, but ya’ll never give up on me.” - Youth
- “I’m more myself at Aspen House - I feel accepted here for being queer.” - Youth
- “I don’t know what you all are doing over there, but my daughter is getting back to the girl she really is.” - Parent
- “This is like the first group of people I’ve been around where I can be myself.” - Youth

RECOMMENDATION

Staff recommends the Dakota County Board of Commissioners authorize a contract with Nexus Family Services to provide Shelter Care Services for youth in a not to exceed amount of up to \$1,900,000 for the period of January 1, 2025 through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this service will be included in the 2025 County Manager’s Social Services Recommended Budget and the 2025 County Manager’s Community Corrections Recommended Budget for out-of-home placements. The contract will contain a provision that allows the County to terminate the contract immediately if sufficient funds from the county, state, or federal funds are no longer available at a level sufficient to continue services.

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

RESOLUTION

WHEREAS, the Children and Families section in the Social Services department and the Juvenile

Corrections section in the Community Corrections department require a vendor to provide services at a Dakota County owned facility, 24 hours a day, 7 days a week, 365 days a year, for youth who are placed by county child protection, community corrections, children's mental health, crisis response teams, local law enforcement, or other applicable agencies; and

WHEREAS, Minnesota Statutes, Chapter 245A and Minnesota Rules, parts 2960.0010 to 2960.0710 state the requirement to provide services and the framework by which to provide those services for youth aged 12 to 17; and

WHEREAS, Aspen House provides short-term housing for up to 90 days for up to 12 residents, ages 12-18; and

WHEREAS, County mobile crisis response, juvenile justice, child protection, and children's mental health teams utilize this program when youth temporarily need a safe place to stay away from home while service professionals (social workers, probation officers, therapists) work on reunification or longer-term solutions for the family; and

WHEREAS, the services and programming at Aspen House include family engagement, maintaining family and cultural connections, family therapy, transition planning, and psychoeducation; and

WHEREAS, educational services are provided on-site in partnership with Independent School District 197; and

WHEREAS, Nexus Family Healing has provided these youth shelter support services for Dakota County since Aspen House opened in October 2022; and

WHEREAS, a Request for Proposal (RFP) was released on July 23, 2024, for youth shelter support services and Nexus Family Healing was selected; and

WHEREAS, staff is requesting a contract with Nexus Family Healing for youth shelter support services in a not to exceed amount of \$1,900,000, effective January 1, 2025 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Nexus Family Healing for emergency shelter with support services for youth funded in a not to exceed amount of up to \$1,900,000 for the period of January 1, 2025 through December 31, 2026, 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 contract amount and the contract term up to one year after initial expiration date, 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 amount(s) due.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Solicitation Summary

BOARD GOALS

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

CONTACTS

Department Head: Suzanne Tuttle

Author: Suzanne Tuttle

Solicitation Summary

Date of Solicitation: 7/23/2024

Number of Proposals Received: 1

Review Team Agencies:

- Suzanne Tuttle, Social Services Deputy Director
- Sarah Reetz, Community Corrections Deputy Director
- Sarah Amundson, Washington County Community Services
- Lawrence Dickens, Social Services Deputy Director
- Roy Adams, Community Corrections Supervisor
- Matt Bauer, Community Correction Deputy Director
- Raymond LaCroix, Social Services Supervisor

Services Description:

Youth Shelter Support Services are provided in a licensed Children's Residential Facility. They are defined in and are subject to the standards of Minnesota Statutes, Chapter 245A and Minnesota Rules, parts 2960.0010 to 2960.0710. Shelter Care Services provide a residential program offering short-term, time-limited placements of 90 days or less to residents who are in a behavioral or situational crisis and need out-of-home placement. Dakota County and Washington County are partnering in this service. Temporary emergency housing and support services for youth ages 12 to 18 who do not have a safe place to stay.

Primary Deliverables:

- Provide a safe and secured shelter facility that operates 24/7/365.
- Provide a structured environment including therapeutic and recreational activities.
- Coordinate services for youth and/or refer youth and/or family for services and supports that promote the well-being of the youth.
- Reduce barriers and promote reunification of youth and family by conducting individualized case and transition planning with the youth's support team.

Solicitation Selection Criteria:

- Experience in providing shelter services and collaborating with County staff.
- Cost and programming provided.

Evaluation Results:

After a thorough review, the review panel recommended to award contracts with: Nexus Family Healing

Rationale of Recommended Vendor:

Nexus Family Healing had been providing shelter services at Aspen House since opening in October 2022. They have been willing to collaborate with County staff and provide supportive services to youth and their families when entering into shelter. Nexus Family Healing has been attending regularly twice monthly meetings and problem solving each situation with County staff and have been adaptable throughout the opening of the shelter to change when needed.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3771

Agenda #: 4.10

Meeting Date: 11/19/2024

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Consent Action

TITLE

Ratification Of Grant Application For Children's Mental Health Respite Care Services And Authorization To Accept Grant Funds And Execute Grant Agreement

PURPOSE/ACTION REQUESTED

Ratify the grant application for Children's Mental Health Respite Care Services and authorize acceptance of grant funds and execution of grant agreement.

SUMMARY

Families of children receiving Rule 79 children mental health (CMH) county case management services are caring for children with a severe emotional disturbance (SED) who have special needs and often have challenging behaviors. Providing support for these families is critical to the child's and family's success. Respite care services are a frequently requested support service for these families, and research has indicated that families who received respite care have fewer out-of-home placements and significantly better service plan outcomes.

While respite is considered an important support service for families with children who have a SED, there are limited funding mechanisms to pay for this service. The grant continues to be used to develop and/or expand planned and emergency respite care services for families and their children receiving Rule 79 CMH case management services. Respite care can be provided by a social service or mental health agency, day care provider, family, friends, or neighbors, foster care, or other, including inclusive settings such as camps, after school recreation, the YMCA, et cetera.

On September 4, 2024, Dakota County Social Services - Children and Family Services submitted an application for CMH Respite Care Services to the Minnesota Department of Human Services (DHS) in the requested amount of \$203,890 beginning January 1, 2025 through June 30, 2027.

OUTCOMES

Dakota County views respite care as an important tool in preventing out-of-home placements and preserving families' abilities to support their children. The respite grant serves families who have a child with SED who lack ready access to the supports that provide them a break from caregiving responsibilities. Respite care services for children with SED are available both as traditional and nontraditional respite care (including planned respite and on an emergency basis). In addition to preventing out-of-home placement, non-traditional respite services create access to community activity providing enrichment experiences to grow child social skills, peer relationships, independence, and self-confidence.

How much? In 2023, 84 families were served using the respite grant.

How well? All families who applied for a CMH Respite Grant received funding. The grant was fully spent in 2023. Many families stated they would have benefited from a higher grant allotment.

Is anyone better off? Parents report that use of CMH respite grant funds created needed breaks for them and their child, improved their child’s functioning across domains of mental health symptoms, education, social and family functioning. All youth meeting SED criteria and served in a CMH workgroup have access to respite grant funding if it is identified as a need in the service plan development process with their CMH case manager.

RECOMMENDATION

Staff recommends ratification of the grant application with DHS and authorization to accept grant funds and execute the grant agreement for CMH Respite Care Services in the amount of \$203,890 beginning January 1, 2025 through June 30, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The grant award will be included as a December change to the 2025 Social Services Recommended Budget.

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

RESOLUTION

WHEREAS, families of children receiving Rule 79 children mental health (CMH) county case management services are caring for children with a severe emotional disturbance (SED) who have special needs and often have challenging behaviors; and

WHEREAS, respite care services are a frequently requested support service for these families and research has indicated that families who received respite care have fewer out-of-home placements and significantly better service plan outcomes; and

WHEREAS, the grant continues to be used to develop and/or expand planned and emergency respite care services for families and their children receiving Rule 79 children's mental health county case management services; and

WHEREAS, respite care can be provided by a social service or mental health agency, day care provider, family, friends or neighbors, foster care, or other, including inclusive settings such as camps, after school recreation, the YMCA, et cetera; and

WHEREAS, on September 4, 2024, Dakota County Social Services - Children and Family Services submitted an application for CMH Respite Care Services to the Minnesota Department of Human Services in the requested amount of \$203,890 beginning January 1, 2025 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the Children's Mental Health Respite Care Services grant application with the Minnesota Department of Human Services for the period of January 1, 2025 through June 30,207 for a total grant amount of \$203,890; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the Minnesota Department of Human Services Children's Mental Health Respite Care Services grant award of \$203,890 and execute a grant agreement for the period of January 1, 2025 through June 30, 2027, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

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

CONTACTS

Department Head: Suzanne Tuttle

Author: Suzanne Tuttle



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3874

Agenda #: 5.1

Meeting Date: 11/19/2024

DEPARTMENT: Public Health

FILE TYPE: Regular Action

TITLE

Authorization To Execute Contracts Using Opioid Settlement Funds

PURPOSE/ACTION REQUESTED

Authorize execution of contracts using opioid settlement funds.

SUMMARY

Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

Minnesota was part of a multi-state 46.6-billion-dollar lawsuit against opioid manufacturers and distributors. Dakota County is expected to receive \$9,127,527.20 in the first settlement and \$7,429,374.49 in the second settlement over a 19-year period.

By Resolution No. 23-277 (June 13, 2023), the Dakota Board of Commissioners authorized the formation of the Opioid Response Advisory Committee (ORAC) to assist in distributing part of the Opioid Settlement Funds. This committee includes 21 members, including 7 appointed members with lived experience, 4 members from local government, 4 members representing Dakota County Staff, 3 members from the healthcare field, and 3 members from community organizations. On May 7, 2024, a subcommittee was formed to assist with the writing and scoring of the Dakota County Opioid Epidemic Response Services Project Request For Proposal (RFP). This subcommittee includes 1 member from healthcare, 2 members with lived experience, 2 members from community partners and 1 member from local government.

On August 22, 2024, the Dakota County Opioid Epidemic Response Services Project RFP was posted for 29 days. Nineteen proposals were received from vendors with a variety of the abatement strategies listed in the Opioid Memorandum of Agreement (MOA) including Treatment, Prevention and Other Strategies (Attachment: Amended MOA). The subcommittee reviewed and scored the proposals and selected the following vendors (Attachment: Solicitation Summary and Attachment: Solicitation Summary Supplement) to enter into contracts for the term of January 1, 2025 through December 31, 2025:

Lionheart Wellness and Recovery

- **Proposed Strategy:**
 - Expand trauma-responsive, evidence-based, co-occurring treatment for adolescents.
 - Increase accessibility to Medication for Opioid Use Disorder for adolescents.
 - Provide holistic support to adolescents with Opioid Use Disorder and/or Mental Health conditions and their families.
- **MOA Exhibit A Strategies:** Items A.1, A.3, and A.6
- **Not to Exceed Dollar Amount:** \$75,000

Gateway Recovery Center

- **Proposed Strategy:**
 - Provide transportation services for individuals with limited access to care at Withdrawal Management facilities.
- **MOA Exhibit A Strategies:** Items A.7 and B.7
- **Not to Exceed Dollar Amount:** \$32,293

Wayside Recovery Center

- **Proposed Strategy:**
 - Support individuals who are involved in or transitioning out of the criminal justice system in Dakota County through case consultation, comprehensive assessment, care coordination, and linkage to treatment.
- **MOA Exhibit A Strategies:** Items D.3 and D.5
- **Not to Exceed Dollar Amount:** \$100,000

Thrive! Family Recovery Services

- **Proposed Strategy:**
 - Establish a family resource center to support families impacted by Opioid Use Disorder.
- **MOA Exhibit A Strategies:** Items A.6, B.1, B.2, B.5, and B.10
- **Not to Exceed Dollar Amount:** \$93,707

Minnesota Recovery Connection

- **Proposed Strategy:**
 - Provide culturally appropriate long-term behavioral health and wellness for the Latine population suffering from Opioid Use Disorder.
 - Provide harm reduction education in accordance with Culturally and Linguistically

Appropriate (CLAS) standards.

- **MOA Exhibit A Strategies:** B.13 and H.3
- **Not to Exceed Dollar Amount:** \$89,000

Commissioner Laurie Halverson (“Commissioner Halvorson”) and Community Corrections Director Suwana Kirkland (“Director Kirkland”) are board members of Wayside Recovery Center. However, Commissioner Halverson may abstain from voting on the resolution and the contract, if awarded, will not be under the purview of Director Kirkland for any decision making.

OUTCOMES

How much?

The allocated \$390,000 will provide qualified organizations funding for innovative projects to respond to the opioid crisis in Dakota County.

How well?

Public Health, in partnership with ORAC, will assure that the recipients provide services through opioid epidemic response strategies, including prevention, treatment and recovery, harm reduction, and continuing care.

Is anyone better off?

Awardees will be required to report outcome data to Public Health and ORAC to assure that the funded strategies have a high impact, particularly from Dakota County communities most disproportionately impacted by the opioid crisis.

RECOMMENDATION

Staff recommends authorization to execute contracts with the selected vendors at the amounts and rates listed in the Resolution for the period of January 1, 2025 through December 31, 2025.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost as a result of this action. The contracts will be included as a December change to the 2025 Non-Departmental Budget. 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.

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

RESOLUTION

WHEREAS, pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of, a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents; and

WHEREAS, Minnesota was part of a multi-state 46.6-billion-dollar lawsuit against opioid manufacturers and distributors; and

WHEREAS, Dakota County will receive \$9,127,527.20 in the first settlement and \$7,429,374.49 in the second settlement over a 19-year period; and

WHEREAS, by Resolution No. 23-277 (June 13, 2023), the Dakota Board of Commissioners authorized the formation of the Opioid Response Advisory Committee (ORAC) to assist in distributing part of the Opioid Settlement Funds; and

WHEREAS, this committee includes 21 members, including 7 appointed members with lived experiences representing each County district, 4 members from local government, 4 members representing Dakota County Staff, 3 members from the healthcare field, and 3 members from community organizations; and

WHEREAS, on May 7, 2024, a subcommittee was created to assist with the writing and scoring of the Dakota County Opioid Epidemic Response Services Project Request For Proposal (RFP); and

WHEREAS, this committee includes 1 member from healthcare, 2 members with lived experience, 2 members from community partners and 1 member from local government; and

WHEREAS, on August 22, 2024, the Dakota County Opioid Epidemic Response Services Project RFP was posted for 29 days; and

WHEREAS, nineteen proposals were received from vendors with a variety of the abatement strategies listed in the Opioid Memorandum of Agreement (MOA) including Treatment, Prevention and Other Strategies; and

WHEREAS, the subcommittee reviewed and scored the proposals and selected vendors to contract with at the amounts listed in the Resolution for the period of January 1, 2025 through December 31, 2025; and

WHEREAS, while Commissioner Laurie Halverson (“Commissioner Halvorson”) and Community Corrections Director Suwana Kirkland (“Director Kirkland”) are board members of Wayside Recovery Center, Commissioner Halverson abstained from voting on the resolution and the contract will not be under the purview of Director Kirkland for any decision making.

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 in the not to exceed amounts, for the term of January 1, 2025 through December 31, 2025:

Lionheart Wellness and Recovery

- **Proposed Strategy:**

- Expand trauma-responsive, evidence-based, co-occurring treatment for adolescents.
- Increase accessibility to Medication for Opioid Use Disorder for adolescents.
- Provide holistic support to adolescents with Opioid Use Disorder and/or Mental Health

conditions and their families.

- **MOA Exhibit A Strategies:** Items A.1, A.3, and A.6
- **Not to Exceed Dollar Amount:** \$75,000

Gateway Recovery Center

- **Proposed Strategy:**
 - Provide transportation services for individuals with limited access to care at Withdrawal Management facilities.
- **MOA Exhibit A Strategies:** Items A.7 and B.7
- **Not to Exceed Dollar Amount:** \$32,293

Wayside Recovery Center

- **Proposed Strategy:**
 - Support individuals who are involved in or transitioning out of the criminal justice system in Dakota County through case consultation, comprehensive assessment, care coordination, and linkage to treatment.
- **MOA Exhibit A Strategies:** Items D.3 and D.5
- **Not to Exceed Dollar Amount:** \$100,000

Thrive! Family Recovery Services

- **Proposed Strategy:**
 - Establish a family resource center to support families impacted by Opioid Use Disorder.
- **MOA Exhibit A Strategies:** Items A.6, B.1, B.2, B.5, and B.10
- **Not to Exceed Dollar Amount:** \$93,707

Minnesota Recovery Connection

- **Proposed Strategy:**
 - Provide culturally appropriate long-term behavioral health and wellness for the Latine population suffering from Opioid Use Disorder.
 - Provide harm reduction education in accordance with Culturally and Linguistically Appropriate (CLAS) standards.
- **MOA Exhibit A Strategies:** B.13 and H.3
- **Not to Exceed Dollar Amount:** \$89,000

; 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 contracts amount and the contracts term up to one year after initial expiration date, consistent with County contracting policies, 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.

PREVIOUS BOARD ACTION

23-277; 06/13/23

ATTACHMENTS

Attachment: Amended MOA

Attachment: Solicitation Summary

Attachment: Solicitation Summary Supplement

BOARD GOALS

A Great Place to Live

A Healthy Environment

A Successful Place for Business and Jobs

Excellence in Public Service

CONTACTS

Department Head: Coral Ripplinger

Author: James Johnson

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. “Opioid Supply Chain Participants” also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.
- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.
2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.
- C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor’s Office, the Minnesota Attorney General’s Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

- A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster’s 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.
- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National

³ Order, In re: Nat’l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.
- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating

Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.
- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.⁴
2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.
3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.
- E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.
- G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.
- H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.
- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ___ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);

2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT REPORTING AND COMPLIANCE ADDENDUM

Pursuant to Section V.A of the Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties (AMC), and the League of Minnesota Cities (LMC) have developed and agreed upon the following reporting and compliance standards:

I. Reporting

- a. Annual reporting required. Participating Local Governments that directly receive Opioid Settlement Funds will report data annually on those expenditures. This data will be used to inform the public and policymakers on the use of Opioid Settlement Funds by Participating Local Governments. The Minnesota Department of Human Services (DHS) will collect, collate, and publicly report this data.
- b. Information required. The annual reporting provided by Participating Local Government must include information on the expenditures funded with Opioid Settlement Funds, including details on programs or services drawn from the categories of Approved Uses identified in **Exhibit A** of the MOA.
 - i. The reporting should be descriptive of the overall program or service provided. For example, a Participating Local Government may report that they funded three services that year: peer recovery; client transportation; and parent education and support.
- c. Reporting thresholds. Reporting by Participating Local Governments will be based on the level of funding for the activity. For activities or programs with less than \$25,000 in expenditures that calendar year, Participating Local Governments are only required to complete Part I (Contact Information) and Part II (Information on funded service/program) outlined in Appendix A. For expenditures of \$25,000 or more in that calendar year, Participating Local Governments must complete Parts I, II, and III (Outcomes) for that activity or service. These thresholds only apply to settlement funds expended, and does not include additional funding on an activity or program drawn from other funding sources.
 - i. For instance, if a Participating Local Government expends \$35,000 on peer recovery services and \$20,000 on parent education and support, Part III is only required for peer recovery services.
 - ii. Regions. Any Region created by two or more Participating Local Governments pursuant to Section IV.D of the MOA need only submit one set of reporting for projects and services. The \$25,000 threshold applies to the combined expenditure of the Region on activity or program. This does not include situations where Participating Local Governments partner on projects but are not Regions, as defined in Section IV.D of the MOA.
- d. Forms and timing. DHS will take steps to make this reporting as convenient and efficient as possible.

- i. Participating Local Governments will file actual expenditures for the previous calendar year annually by March 31. DHS, with agreement from signatories, may amend this date.
 - ii. The first filing is required by March 31, 2023. If Participating Local Governments did not expend funding in 2022 or any subsequent year, they must submit reporting, but may note in the service information section (Part II in Appendix A) that there was \$0 in Opioid Settlement Funds expenditures and no activities or programs funded.
- e. Public access to reporting. DHS will publish actual expenditures by settlement agreement recipients in a publicly accessible dashboard or machine-readable data format, such as an Excel spreadsheet.
 - i. To assist in transparency and collaboration across the state, DHS must publish substantive information collected in Parts I-III (Appendix A).
 - ii. DHS should publish past calendar year actual spending no later than August 1 annually. DHS, with agreement from signatories, may amend this date.
- f. Grant requirements. Any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations.
- g. Relinquished funds and regions. For cities or counties that relinquish funding to another Local Government, including cities that direct settlement fund shares to a county or counties pursuant to Section II.L of the MOA, the recipient Local Government is responsible for completing required reporting on the funds received.
- h. Compliance with National Settlement Agreements and Bankruptcy Resolutions. The Parties agree to take all actions necessary to ensure that reporting is conducted in compliance with the National Settlement Agreements and the Bankruptcy Resolutions, including appropriate publication of information and transmission of any required reports to national settlement administrators or trustees. If the National Settlement Agreements or any Bankruptcy Resolutions require that a Participating Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Participating Local Government shall email a copy of any such report, document, or communication to the Minnesota Attorney General's Office at opioids@ag.state.mn.us.

II. Auditing and preservations of records.

- a. Subject to audit. The books, records, documents, and accounting procedures and practices relevant to the Opioid Settlement Funds may be subject to examination as part of an audit of a Participating Local Government.

- b. Grantees subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.
- c. Preservation of records. All Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, any Bankruptcy Resolutions, and this MOA.

III. Performance measurement

- a. Current performance measurement. Pursuant to Minnesota Statutes section 256.042, subdivision 1(d), the Opioid Epidemic Response Advisory Council (OERAC), in coordination with relevant state agencies, annually measures and reports on progress towards state-level goals to mitigate the harm of opioids. The council uses existing measures and data collection systems to determine baseline data against which progress shall be measured.
- b. Future performance measurement. The reporting and compliance working group recommends OERAC consult with AMC, LMC, relevant state agencies, and other stakeholders to review and provide recommendations for any necessary revision to the existing performance measurement dashboard to ensure it captures our shared understanding of the most important measures of progress in addressing the harms of the opioid epidemic.
 - i. As feasible with existing data systems and within existing appropriations, relevant state agencies will use the recommendations from OERAC and Participating Local Governments to update the measures tracked in the public performance measurement dashboard.
 - ii. The signatories are eager to share what they've learned in investing in programs and activities with settlement agreement funding. The reporting and compliance workgroup recommends the Opioid Epidemic Advisory Council (OERAC), the Association of Minnesota Counties (AMC), and the League of Minnesota Cities (LMC) coordinate with other relevant stakeholders to host annual sessions or add sessions in existing forums to discuss learnings from settlement agreement funding. This may be done in combination with III.b.ii of this addendum.

IV. Impact evaluation

- a. Current impact evaluation. Minnesota Management & Budget (MMB) currently conducts impact evaluations of a subset of grants administered by OERAC.
- b. Future impact evaluation recommendation. Within available appropriations the reporting and compliance workgroup recommends allowing MMB to partner with local units of government to conduct impact evaluations of settlement agreement funding. This would require a change in state law. The reporting and compliance workgroup recommends the following statutory change:

- i. Amend section 256.042 (c) to read: The council, in consultation with the commissioner of management and budget, and within available appropriations, shall select from the awarded grant projects or may select county or city projects funded by opioid settlement monies that include promising practices or theory-based activities for which the commissioner of management and budget shall conduct evaluations using experimental or quasi-experimental design.
- c. Nothing in this section should be interpreted to mean that local units of government are required to provide settlement agreement programmatic data or other information for impact evaluations.

V. Compliance

a. Reporting Compliance.

- i. Participating Local Governments shall make a good faith effort to comply with all reporting obligations under this MOA, including the obligations described in Section I of this Reporting and Compliance Addendum.
- ii. If a Participating Local Government fails to meet its reporting obligations, DHS will give notice to the Participating Local Government to cure the reporting deficiencies within 60 days. In addition to notifying the Participating Local Government, DHS will notify AMC, for counties, and LMC, for cities, of any of any notice to cure issued.
- iii. If the Participating Local Government fails to cure its reporting issues within 60 days after the notice to cure in V.a.ii, of this addendum DHS may refer the issue to the State, which will review, and, as appropriate, bring an action for breach of contract against the Participating Local Government in Ramsey County District Court seeking appropriate equitable relief. Before filing, the State will meet and confer with the relevant Participating Local Government that is or will be the subject of the anticipated action.
- iv. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the National Settlement Administrator and shall only resume once the action is resolved.
- v. Notwithstanding anything to the contrary herein, a Participating Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.

b. Inconsistent Expenditures.

- i. If a Participating Local Government spends any Local Abatement Funds on an expenditure inconsistent with this MOA, the National Settlement Agreements, or the Bankruptcy Resolutions, DHS will give notice to the entity to cure the inconsistent expenditure within 90 days by payment of

such amount for appropriate opioid remediation activities through budget amendment or repayment. DHS will notify AMC, for counties, and LMC, for cities, of any notice to cure.

- ii. In connection with a notice regarding unauthorized spending, DHS may request from the Participating Local Government, and the Participating Local Government must provide, existing data or information about the use of Local Abatement Funds received by the local government, including the budget or resolution authorizing the expenditure. The information requested must be necessary to establish compliance with this MOA, the National Settlement Agreements, or the Bankruptcy Resolutions.
- iii. If a Participating Local Government does not cure the unauthorized spending within 90 days after the notice to cure in V.b.ii, of this addendum DHS may refer issue to the State, which will review, and, as appropriate, bring an action for breach of contract in Ramsey County District Court seeking appropriate equitable relief, including an injunction prohibiting the Participating Local Government from spending further funds on non-approved purposes and the repayment of monies spent on non-approved purposes. Before filing, the State will meet and confer with the relevant Participating Local Government that is or will be the subject of the anticipated action.
- iv. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the National Settlement Administrator and shall only resume once the action is resolved. Once the action is resolved by judicial action or agreement, suspended payments to the Participating Local Government will resume, less any amounts ordered returned that have not yet been restored as of the date of the resumption of suspended payments, which will instead be redistributed among the other Participating Local Governments pursuant to Section II.K of the MOA.
- v. Notwithstanding anything to the contrary herein, a Participating Local Government shall not be considered in breach of this MOA or in breach of contract if the Participating Local Government (1) reasonably relied on a subrecipient or grantee's representations that an expenditure would be consistent and appropriate, and (2) and has undertaken reasonable efforts to recover misspent funds from the subrecipient or grantee.

[signatures on following page]

MINNESOTA GOVERNOR'S OFFICE

Dated: 26 APR 22



TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: April 25, 2022

Keith Ellison

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: 4-26-22

Dave Baker

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: 4-28-22

Erin Koegel

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: 4-26-2022

Mary Kunes

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota


MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: 4/18/2022


JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR'S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL'S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

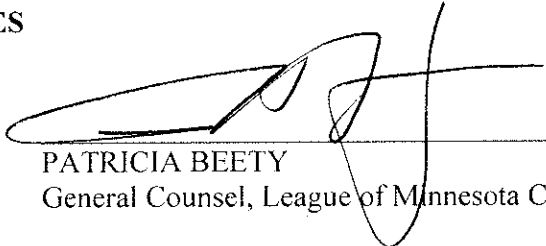
ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: 5/2/22



PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

MINNESOTA GOVERNOR’S OFFICE

Dated: _____

TIM WALZ
Governor of the State of Minnesota

MINNESOTA ATTORNEY GENERAL’S OFFICE

Dated: _____

KEITH ELLISON
Minnesota Attorney General

ASSOCIATION OF MINNESOTA COUNTIES

Dated: _____

JULIE RING
Executive Director, Association of Minnesota Counties

LEAGUE OF MINNESOTA CITIES

Dated: _____

PATRICIA BEETY
General Counsel, League of Minnesota Cities

MINNESOTA OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL

Dated: _____

REP. DAVE BAKER
Chair, Opioid Epidemic Response Advisory Council

Dated: _____

REP. ERIN KOEGEL
Member, Opioid Epidemic Response Advisory Council

Dated: April 26, 2022



SEN. MARK KORAN
Member, Opioid Epidemic Response Advisory Council

Dated: _____

SEN. MARY KUNESH
Member, Opioid Epidemic Response Advisory Council

Appendix A

Note: DHS shall have flexibility to design and implement necessary reporting mechanisms. This implementation should err towards making responses easier for Participating Local Governments. Signatories must agree to substantive changes to the below outlined data collected.

I. Contact information

- Unit of government name(s)
- Contact person name, title, address, phone, email address, are you reporting on behalf of a unit of government that relinquished funds (I.H in addendum) or as a Region (I.C.ii in addendum); if yes, identify relevant Participating Local Governments included in this report
- Basic assurances that the program funds were used appropriately, as outlined in the settlement agreement (check boxes)

II. Information on funded service/program

- Service/program/activity (drop-down, multiple select box, if feasible)
- Budget for the program/service, actual expenditure on the program/service
- Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
- Remediation category (drop-down, if feasible)
- Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
- Use of evidence-based practices and culturally-relevant services (drop-down/check-box, optional response)

III. Outcomes for activities of \$25,000 or more in calendar year expenditures

- Brief qualitative successes or challenges/barriers from the field (125-250 words)
- Report on the results of the activity using 1 or more self-defined process measure
 - Addresses the question “How much did we do?”
 - Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- Report on the results of the activity using 1 or more self-defined quality or outcome measure
 - Addresses the questions, “How well did we deliver it?” or “What difference did it make?”
 - Examples:
 - Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.
 - Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.

Solicitation Summary

Date of Solicitation: August 22nd, 2024

Number of Proposals Received: 19

Review Team Agencies: Review Team included 1 member from healthcare, 2 members with lived experience, 2 members from community partners and 1 member from local government, 3 members from Dakota County (Erin Carder, James Johnson, Gina Pistulka).

Services Description: In the summer of 2021, national settlements were reached with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson. The Minnesota Memorandum of Agreement governs how Minnesota will distribute the nearly \$300 million that Minnesota could receive of the total settlement amount over an 18-year period to support state and local efforts to combat the opioid epidemic. Dakota County is expected to receive the 6th largest settlement in the state, approximately \$16 million over 18 years. The purpose of this Request for Proposals (RFP) is to identify qualified organizations to respond to the opioid crisis in Dakota County through opioid epidemic response strategies, including prevention, treatment and recovery, harm reduction, and continuing care.

Primary Deliverables: The goal of this approach is to fund innovative projects in Dakota County that will have a high impact, particularly from Dakota County communities most disproportionately impacted by the opioid crisis. Projects that are in alignment with the opioid remediation strategies identified in the Minnesota Memorandum of Agreement, Exhibit A, will be prioritized. The service area includes all territories within the geographical bounds of Dakota County.

Solicitation Selection Criteria:

- The project goals fit with the stated purpose of the award and are related to opioid epidemic response strategies, as identified in the Minnesota Memorandum of Agreement, Exhibit A, including prevention, treatment and recovery, harm reduction, or continuing care.
- The application describes how the proposed project will prioritize an innovative and/or evidence-based approach to address the opioid crisis.
- The proposed project is scalable and replicable.
- Project success is defined, and a clear communication method of project means, methods, and outcomes back to the County and Opioid Response Advisory Committee is planned.

Non-Collusion & Conflict of Interest: The Opioid Response Advisory Committee created a subcommittee to author the RFP process and select the contracted vendors to provide the services. They did this in order to avoid any potential conflict of interest in the process. Additionally, there were two members of the subcommittee whose agency submitted proposals, so those two members were removed from the selection subcommittee.

It was determined that 7 of the 19 proposals received, may have a conflict of interest. As we narrowed the pool to 8 finalists, 5 of those had a potential conflict of interest.

Of the 5 we are recommending contracting with, 3 remain where there is potential conflict of interest, either at the Opioid Response Advisory Committee, or sit on the Dakota County Board of Commissioners, or have Dakota County Staff on their board.

As the selection subcommittee reviewed the proposals, they felt the potential conflicts of interest were not of concern due to 1) the individuals identified as being a potential conflict of interest are not the staff actually doing the direct services or 2) in these cases these agencies are one of very few providing these specific services with best proposed strategies, or 3) agency is providing specific work in a specific area identified as being very high need.

Evaluation Results: After a thorough review, the review panel recommended to award contracts with: LionHeart Wellness & Recovery (\$75,000), Gateway Recovery Center (\$32,293), Wayside Recovery Center (\$100,000), Thrive Family Recovery Resources (\$93,707), and MN Recovery Connection (\$89,000).

Rationale of Recommended Vendor: The panel recommended five vendors to the board to award contracts to, these vendors were chosen by top scores and a variety of services and strategies in the Opioid Settlement MOA (Treatment, Prevention and Continuing Care).

Dakota County Opioid Epidemic Response Services

Scoring Rubric

INSTRUCTIONS:

1. Select a score (available from 1-5, 5 being high) from the dropdown menu
2. Save spreadsheet with your name on it
3. Email to Jenn Jech no later than end of day **Wednesday October 2nd**

1. Adherence to RFP Instructions	VALUE
Timeliness - Arrived by deadline receives all points	5
Completeness - Completed required documents receives all points, including Exhibit 1, Exhibit 2, Avaluation Questions and no more than 20 pages.	5
Overall Quality & Level of Professionalism - Technically compliant and attractive receives all points	5
Overall Response - Overall quality very high receives all points	5
2. Evaluation Questions	VALUE
Will the proposed project service Dakota County residents?	5
Amount you are requesting	5
State which category, subcategory and abatement strategies the project addresses	5
Please provide name, education, background experience, and other qualifications of person or persons who will provide the services indicated in this proposal and oversight of the proposed project.	5
Provide a description of the project and the focus population (or community) including the goal, why this project is needed, AND your proposed approach and activities to accomplish your goal. Note: You may include steps and/or due dates.	5
Describe your current staff capacity to meet the priority area selected. If your organization does not have the current capacity, describe how you plan to increase capacity to meet your proposed workplan.	5
Describe the target audience for your project including the estimated number of individuals or community members that would be impacted?	5
Describe how the proposed project will meet community needs. How were those needs identified? How does your project support those most disproportionately impacted by the opioid epidemic?	5
Describe how the proposed project will prioritize an innovative and/or evidence-based approach to address the opioid crisis.	5
Describe how this project could be scaled and/or replicated based on community needs and the availability of funding.	5
How will you communicate the project means, methods, and outcomes to the County and the Opioid Response Advisory Committee?	5
How will you know if this project is successful?	5
How will this project be sustainable beyond the proposed funding period?	5
3. Project Understanding	VALUE
Overall Comprehension of Project Objectives	5
Understanding of the Business Requirements	5
Total Scores	95



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3843

Agenda #: 5.2

Meeting Date: 11/19/2024

DEPARTMENT: Public Health

FILE TYPE: Regular Information

TITLE

Update On Community Health And Access

PURPOSE/ACTION REQUESTED

Receive an update on Community Health and Access in Dakota County.

SUMMARY

Pursuant to Minn. Stat. § 375A.04, the Dakota County Board of Commissioners is, and performs the duties and exercises the powers of a community health board under Minn. Stat. ch. 145A, and is required to govern and administer those functions as fully as other Dakota County functions, including the responsibility to prevent disease and to promote and protect the public health of Dakota County residents.

The Dakota County Board of Commissioners identified health and accessibility as a priority for 2024.

The World Health Organization (WHO) defines health as the state of complete physical, mental, and social well-being and not merely the absence of disease or injury. It is a fundamental right of every human being without distinction of race, religion, political belief, economic or social condition. Prerequisites for health include a combination of fundamental conditions, resources, and personal factors. Fundamental conditions include peace, shelter, education, food, income, a stable ecosystem, sustainable resources, social justice, and equity. Personal factors include the ability to self-care, meet basic human needs and being able to be as independent and autonomous as possible.

A healthy community creates and improves the environment and expands the resources for all residents of the community to move towards health. It is one in which all residents have access to the resources they need to live healthy lives and where local groups work together to prevent disease.

Access to comprehensive, quality healthcare services is important for promoting and maintaining health, preventing and managing disease, reducing unnecessary disability and premature death, and achieving health equity for all. Adequate access to care includes having health insurance that allows one to enter the healthcare system, timely access to care, a primary provider who the patient can develop a relationship with, and the ability to receive care when there is a need for care.

Access to and linkage with care is one of the five foundational areas of public health (Attachment: Foundational Public Health Services Framework). Public Health is responsible for providing timely, relevant, complete, and accurate information to the health care system and community on access and linkage to clinical care. In partnership with the Minnesota Department of Health, local public

health is also responsible to educate partners, communities, and individuals on barriers in accessing clinical care; provide education and technical assistance to healthcare and clinical providers; assess the impact of external factors and conditions that affect clinical care cost; assess the quality and effectiveness of clinical care services to the population to guide public health planning and decision-making; assess the impact of external factors and conditions that affect clinical care quality and effectiveness; and establish metrics and monitor clinical care quality, effectiveness, and outcomes. This includes behavioral health.

Access to health care was also ranked number four in community concerns in the 2023 Dakota County Community Health Assessment (Attachment: 2023 Dakota County Community Health Assessment). It was reported that during the COVID-19 pandemic people delayed preventative care, which has caused more serious issues to arise. Wait times for appointments have increased and there is a lack of providers in the community, especially for those who are uninsured or underinsured. Dakota County has the third lowest rate of primary care physicians per person in the Twin Cities metro region in 2022-2023. Accessing dental care is also very challenging not only for uninsured and underinsured individuals living in Dakota County, but also for families who receive healthcare insurance through Medical Assistance. Only 17 percent of dental clinics in Dakota County are accepting Medical Assistance or Prepaid Medical Assistance patients with only 26 percent of enrollees accessing dental services in 2020. Only 30 percent of children eligible for Medical Assistance ages 1-20 received a preventative dental service in 2023. Access to medical and dental healthcare for uninsured and underinsured individuals is at a critical level and has left most individuals required to leave the county for services.

OUTCOMES

None.

RECOMMENDATION

Informational only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

- Attachment: Foundational Public Health Services Framework
- Attachment: 2023 Dakota County Community Health Assessment

BOARD GOALS

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

CONTACTS

Department Head: Coral Ripplinger
Author: Coral Ripplinger

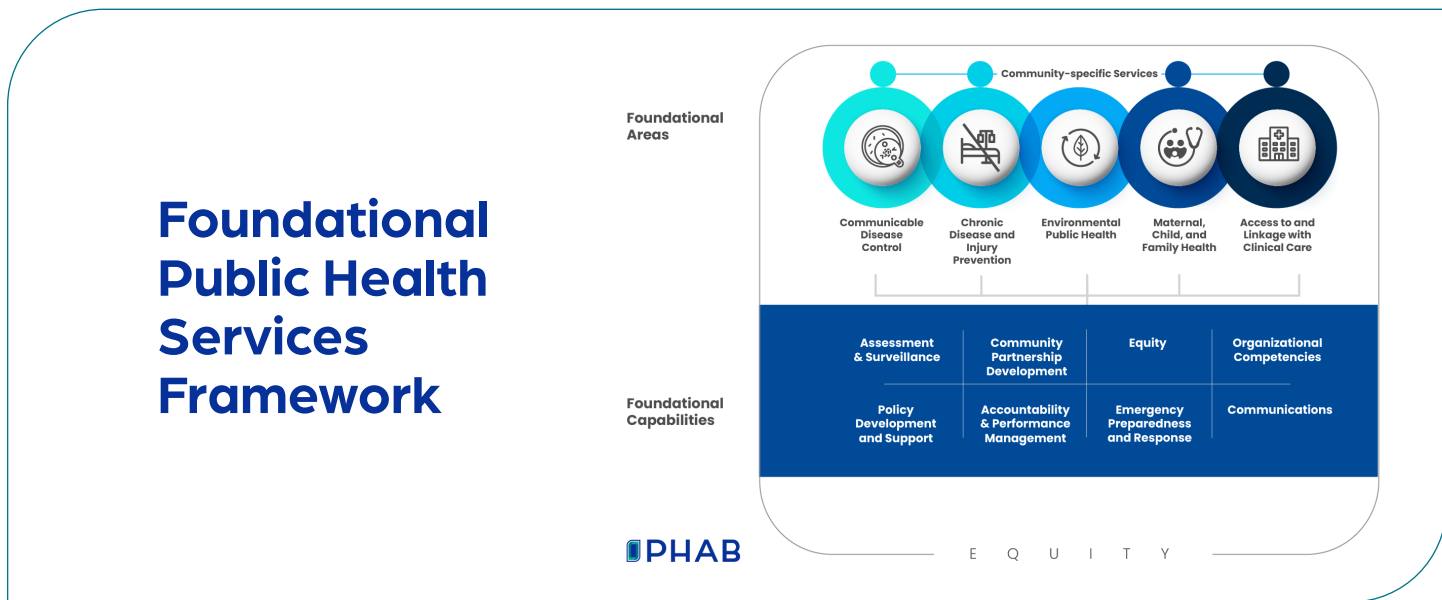
Foundational Public Health Services



Health departments have a fundamental responsibility to provide public health protections and services in a number of areas, including: preventing the spread of communicable disease; ensuring food, air, and water quality are safe; supporting maternal and child health; improving access to clinical care services; and preventing chronic disease and injury. In addition, public health departments provide local protections and services specific to their community's needs.

Health departments serve their communities 24/7 and require access to a wide range of critical data sources, robust laboratory capacity, preparedness and policy planning capacity, partnerships with community, and expert staff to leverage them in support of public health protections.

The Foundational Public Health Services framework outlines the unique responsibilities of governmental public health and defines a minimum set of Foundational Capabilities and Foundational Areas that must be available in every community.



Community-specific Services are local protections and services that are unique to the needs of a community. These services are essential to that community's health and vary by jurisdiction.

Foundational Areas

Public health programs, or Foundational Areas, are basic public health, topic-specific programs and services aimed at improving the health of the community. The Foundational Areas reflect the minimum level of service that should be available in all communities.

Foundational Capabilities

Public health infrastructure consists of Foundational Capabilities that are the cross-cutting skills and capacities needed to support basic public health protections, programs, and activities key to ensuring community health, well-being and achieving equitable outcomes.

Foundational Capabilities

There are eight Foundational Capabilities that are needed in Public Health Infrastructure.

Assessment & Surveillance

- Ability to collect timely and sufficient foundational data to guide public health planning and decision making at the state and local level, including the personnel and technology that enable collection.
- Ability to collect, access, analyze, interpret, and use data from a variety of sources including granular data and data disaggregated by geography (e.g., census tract, zip code), sub-populations, race, ethnicity, and other variables that fully describe the health and well-being of a community and the factors that influence health.
- Ability to assess and analyze disparities and inequities in the distribution of disease and social determinants of health, that contribute to higher health risks and poorer health outcomes.
- Ability to prioritize and respond to data requests and translate data into information and reports that are valid, complete, statistically accurate, and accessible to the intended audiences.
- Ability to conduct a collaborative community or statewide health assessment and identify health priorities arising from that assessment, including analysis of root causes of health disparities and inequities.
- Ability to access 24/7 laboratory resources capable of providing rapid detection.
- Ability to participate in or support surveillance systems to rapidly detect emerging health issues and threats.
- Ability to work with community partners to collect, report and use public health data that is relevant to communities experiencing health inequities or ability to support community-led data processes.

Community Partnership Development

- Ability to create, convene, support, and sustain strategic, non-program specific relationships with key community groups or organizations representing populations experiencing health disparities or inequities; private businesses and health care organizations; relevant

federal, Tribal, state, and local government agencies; elected and non-elected officials.

- Ability to leverage and engage partnerships and community in equity solutions.
- Ability to establish and maintain trust with and authentically engage community members and populations most impacted by inequities in key public health decision-making and use community-driven approaches.
- Ability to convene across governmental agencies, such as departments of transportation, aging, substance abuse/mental health, education, planning and development, or others, to promote health, prevent disease, and protect community members of the health department's jurisdiction.
- Ability to engage members of the community and multi-sector partners in a community health improvement process that draws from community health assessment data and establishes a plan for addressing priorities. The community health improvement plan can serve as the basis for coordination of effort and resources across partners.

Equity

- Ability to strategically address social and structural determinants of health through policy, programs, and services as a necessary pathway to achieve equity.
- Ability to systematically integrate equity into each aspect of the FPHS, strategic priorities, and include equity-related accountability metrics into all programs and services.
- Ability to work collaboratively across the department and the community to build support for and foster a shared understanding of the critical importance of equity to achieve community health and well-being.
- Ability to develop and support staff to address equity.
- Ability to create a shared understanding of what creates health including structural and systemic factors that produce and reproduce inequities.

Organizational Competencies

- **Leadership & Governance:** Ability to lead internal and external stakeholders to consensus, with movement to action, and to serve as the face of governmental public health in the department's jurisdiction. Ability to directly engage in health policy development, discussion, and adoption with local, state, and national policymakers, and to define a strategic direction for public health initiatives, including the advancement of equity. Ability to prioritize and implement diversity, equity, and inclusion within the organization. Ability to engage with appropriate governing entities about the department's public health legal authorities and what new laws and policies might be needed. Ability to ensure diverse representation on public health boards and councils.
- **Information Technology Services, including Privacy & Security:** Ability to maintain and procure the hardware and software needed to access electronic health information to support the department's operations and analysis of health data. Ability to support, use, and maintain communication technologies and systems needed to interact with community members. Ability to have the proper systems and controls in place to keep health and human resources data confidential and maintain security of IT systems.
- **Workforce Development & Human Resources:** Ability to develop and maintain a diverse and inclusive workforce with the cross-cutting skills and competencies needed to implement the FPHS effectively and equitably. Ability to manage human resource functions including recruitment, retention, and succession planning; training; and performance review and accountability.
- **Financial Management, Contract, & Procurement Services, including Facilities and Operations:** Ability to establish a budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies. Ability to secure grants or other funding (governmental and not) and demonstrate compliance with an audit required for the sources of funding utilized. Ability to procure, maintain, and manage safe facilities and efficient operations. Ability to leverage funding and ensure resources are allocated to address equity and social determinants of health.

- **Legal Services & Analysis:** Ability to access and appropriately use legal services in planning, implementing, and enforcing, public health initiatives, including relevant administrative rules and due process

Policy Development and Support

- Ability to serve as a primary and expert resource for establishing, maintaining, and developing basic public health policy recommendations that are evidence-based and grounded in law. This includes researching, analyzing, costing out, and articulating the impact of such policies and rules where appropriate, as well as the ability to organize support for these policies and rules and place them before an entity with the legal authority to adopt them.
- Ability to effectively inform and influence policies being considered by other governmental and non-governmental agencies that can improve the physical, environmental, social, and economic conditions affecting health but are beyond the immediate scope or authority of the governmental public health department.
- Ability to effectively advocate for policies that address social determinants of health, health disparities and equity.
- Ability to issue, promote compliance with or, as mandated, enforce compliance with public health regulations.

Accountability & Performance Management

- Ability to perform according to accepted business standards in accordance with applicable federal, state, and local laws and policies and assure compliance with national and Public Health Accreditation Board Standards.
- Ability to maintain a performance management system to monitor achievement of organizational objectives.
- Ability to identify and use evidence-based or promising practices when implementing new or revised processes, programs and/or interventions.
- Ability to maintain an organization-wide culture of quality and to use quality improvement tools and methods.
- Ability to create accountability structures and internal and external equity-related metrics to measure the equity impact of a department's efforts and performance.

Emergency Preparedness and Response

- Ability to develop, exercise, and maintain preparedness and response strategies and plans, in accordance with established guidelines, and to address a range of events including natural or other disasters, communicable disease outbreaks, environmental emergencies, or other events, which may be acute or occur over time.
- Ability to integrate social determinants of health, and actions to address inequities, including ensuring the protection of high-risk populations, into all plans, programs, and services.
- Ability to lead the Emergency Support Function 8 — Public Health & Medical for the county, region, jurisdiction, and state.
- Ability to activate the emergency response personnel and communications systems in the event of a public health crisis; coordinate with federal, state, and local emergency managers and other first responders, and private sector and non-profit partners; and operate within, and as necessary lead, the incident management system.
- Ability to maintain and execute a continuity of operations plan that includes a plan to access financial resources to execute an emergency and recovery response.
- Ability to establish and promote basic, ongoing community readiness, resilience, and preparedness by enabling the public to take necessary action before, during, or after a disaster, emergency, or public health event.
- Ability to issue and enforce emergency health orders.
- Ability to be notified of and respond to events on a 24/7 basis.
- Ability to access and utilize a Laboratory Response Network (LRN) Reference laboratory for biological agents and an LRN chemical laboratory at a level designated by CDC.

Communications

- Ability to maintain ongoing relations with local and statewide media including the ability to write a press release, conduct a press conference, and use electronic communication tools to interact with the media.
- Ability to effectively use social media to communicate directly with community members.
- Ability to appropriately tailor communications and communications mechanisms for various audiences.
- Ability to write and implement a routine communications plan and develop routine public health communications including to reach communities not traditionally reached through public health channels.
- Ability to develop and implement a risk communication strategy for communicating with the public during a public health crisis or emergency. This includes the ability to provide accurate and timely information and to address misconceptions and misinformation, and to assure information is accessible to and appropriate for all audiences.
- Ability to transmit and receive routine communications to and from the public in an appropriate, timely, and accurate manner, on a 24/7 basis.
- Ability to develop and implement a proactive health education/health communication strategy (distinct from risk communication) that disseminates timely and accurate information to the public designed to encourage actions to promote health in culturally and linguistically appropriate formats for the various communities served, including using electronic communication tools.

Foundational Areas

There are five Foundational Areas, also known as Public Health Programs. Social determinants of health and actions to address health inequities should be integrated throughout all activities.

Communicable Disease Control

- Provide timely, statewide, and locally relevant and accurate information to the health care system and community on communicable diseases and their control.
- Identify statewide and local communicable disease control community partners and their capacities, develop, and implement a prioritized communicable disease control plan, and ability to seek and secure funding for high priority initiatives.
- Receive laboratory reports and other relevant data; conduct disease investigations, including contact tracing and notification; and recognize, identify, and respond to communicable disease outbreaks for notifiable conditions in accordance with local, national, and state mandates and guidelines.
- Assure the availability of partner notification services for newly diagnosed cases of communicable diseases according to Centers for Disease Control and Prevention (CDC) guidelines.
- Assure the appropriate treatment of individuals who have reportable communicable diseases, such as TB, STIs, and HIV in accordance with local and state laws and CDC guidelines.
- Support the recognition of outbreaks and other events of public health significance by assuring capacity for the identification and characterization of the causative agents of disease and their origin, including those that are rare and unusual.
- Coordinate and integrate categorically-funded communicable disease programs and services.

Chronic Disease & Injury Prevention

- Provide timely, statewide, and locally relevant, complete, and accurate information to the health care system and community on chronic disease and injury prevention and control.
- Identify statewide and local chronic disease and injury prevention community partners and their capacities, develop, and implement a prioritized prevention plan, and ability to seek and secure funding for high priority initiatives.

- Reduce statewide and community rates of tobacco use through a program that conforms to standards set by state or local laws and CDC's Office on Smoking and Health, including activities to reduce youth initiation, increase cessation, and reduce secondhand exposure to harmful substances.
- Work actively with statewide and community partners to increase statewide and community rates of healthy eating and active living through a prioritized approach focusing on best and promising practices aligned with national, state, and local guidelines for healthy eating and active living.
- Coordinate and integrate categorically-funded chronic disease and injury prevention programs and services.

Environmental Public Health

- Provide timely, statewide, and locally relevant, complete, and accurate information to the state, health care system, and community on environmental public health threats and health impacts from common environmental or toxic exposures.
- Identify statewide and local community environmental public health partners and their capacities, develop, and implement a prioritized plan, and ability to seek and secure action funding for high priority initiatives.
- Conduct mandated environmental public health laboratory testing, inspections, and oversight to protect food, recreation sites, and drinking water; manage liquid and solid waste streams safely; and identify other public health hazards related to environmental factors in accordance with federal, state, and local laws and regulations.
- Protect workers and the public from chemical and radiation hazards in accordance with federal, state, and local laws and regulations.
- Participate in broad land use planning and sustainable development to encourage decisions that promote positive public health outcomes and resilient communities (e.g., housing and urban development, recreational facilities, transportation systems and climate change).
- Coordinate and integrate categorically-funded environmental public health programs and services.

Maternal, Child and Family Health

- Provide timely, statewide, and locally relevant, complete, and accurate information to the health care system and community on emerging and on-going maternal child health trends.
- Identify local maternal and child health community partners and their capacities; using life course expertise and an understanding of health disparities, develop a prioritized prevention plan; and ability to seek and secure funding for high priority initiatives.
- Identify, disseminate, and promote emerging and evidence-based early interventions in the prenatal and early childhood period that promote lifelong health and positive social-emotional development.
- Assure newborn screening as mandated by a state or local governing body including wraparound services, reporting back, following up, and service engagement activities.
- Coordinate and integrate categorically funded maternal, child, and family health programs and services.

Access to & Linkage with Care

- Provide timely, statewide, and locally relevant, complete, and accurate information to the health care system and community on access and linkage to clinical care (including behavioral health), healthcare system access, quality, and cost.
- Inspect and license healthcare facilities, and license, monitor, and discipline healthcare providers, where applicable.
- In concert with national and statewide groups and local providers of healthcare, identify healthcare partners and competencies, develop prioritized plans for increasing access to health homes and quality health care, and seek funding for high priority policy initiatives.

2023

DAKOTA COUNTY

COMMUNITY HEALTH ASSESSMENT



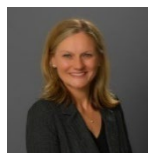
Dakota County
Public Health Department



Message to the Community

I am pleased to present the 2023 Dakota County Community Health Assessment, a combined effort by the Public Health Department and our many community partners. Special thanks to the Healthy Dakota Initiative steering committee for their excellent input and guidance. The Community Health Assessment provides a snapshot of the health of people who live in the county and the many factors that impact our health. The report provides a solid foundation for setting priorities and developing effective strategies to improve the health of county residents. We welcome your feedback on the Community Health Assessment and encourage you to use this information in your work with communities in Dakota County.

Healthy regards,



Coral Ripplinger

Coral Ripplinger, MSN, PHN, RN
Director, Dakota County Public Health Department

Acknowledgments

The Healthy Dakota Initiative Steering Committee began meeting in May 2023 to provide oversight for the development of this report.

Thank you to the committee members for their contributions to the Community Health Assessment.

- Joann Arneberg, Augustana Lutheran Church
- Shannon Bailey, county resident
- Tabatha Barrett, DARTS
- Eric Carlson, City of Apple Valley
- Melanie Countryman, Dakota County Public Health
- Ericka Eid, Inver Grove Heights Police Department
- Russell Fujisawa, M Health/Fairview
- Deb Griffith, City of South St. Paul
- Melissa Houtsma, City of West St. Paul
- Amber Hurtado, Minnesota Community Care - Farmington
- Peggy Johnson, Dakota Electric Association
- Beth Landahl, Dakota County Parks
- Elyse Levine Less, Tobacco-Free Alliance
- Sarah Madden, City of Burnsville
- Mari Mellick, United Way of Hastings
- Alexis Nordling, Dakota County Technical College student
- Stacie O'Leary, ISD 197
- Kellie Omlid, City of Farmington
- Heather Peterson, Allina Health
- Brandi Poellinger, Allina Health
- Sharmyn Phipps, University of Minnesota Extension
- Francisco Ramirez, M Health/Fairview
- Coral Ripplinger, Dakota County Public Health
- Susan Schroeder, Neighbors Inc
- Dr. Daniel Stein, HealthPartners/Dakota County Public Health, medical director
- Natalie Vasilj, Dakota County Public Health
- Karina Villeda, Inver Hills College student

The following Dakota County Public Health Department staff members were instrumental in planning, gathering data, and producing the Community Health Assessment report: Melanie Countryman, Rose Espinoza, Regina Gavin, Matt Giljahn, Claire Grimm, Autumn Kandt (AmeriCorps member), Lori Lorentz, Betsy Lundmark, Natalie Vasilj, and Marguedy Worden. We would also like to extend our thanks to the community partners who participated in surveys and interviews and the residents who completed surveys.

About this report

The Dakota County Public Health Department prepares a comprehensive assessment of the health of its residents every five years. The report is updated periodically through Community Health Profiles. This report and related Profiles are posted on the Dakota County website at: <http://www.co.dakota.mn.us/Government/publiccommittees/CHA/Pages/profiles.aspx>.

For additional information, contact Dakota County Public Health by e-mail (public.health@co.dakota.mn.us) or call 651-554-6100.

Publication date: March 26, 2024.

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Introduction

A community health assessment is an important part of public health practice that forms the basis for all local public health planning. It helps the local public health system to gain a better understanding of the issues affecting the health of the residents and the community and to identify populations that may be at greater risk of poor health outcomes. It provides the opportunity for community leaders, organizations, and residents to talk about health priorities and concerns. The goal is to identify interventions that are aligned with the interests and health issues of the community.

Every five years, local health departments in Minnesota are charged with conducting a comprehensive assessment of the health status of their residents. This mandatory process forms "a basis for setting priorities, planning, program development, funding applications, policy changes, coordination of community resources, and new ways to collaboratively use community assets to improve the health of the population"¹ In Dakota County, this was accomplished through the selection of the Healthy Dakota Initiative Steering Committee that collaborated over the course of a year to gather, review, and analyze data. The process culminated with the steering committee members identifying priorities that will form the basis of a five-year Community Health Improvement Plan.

Background of the Healthy Dakota Initiative

The Healthy Dakota Initiative, a comprehensive community health assessment and improvement project, originally launched in April 2013 and reconvened for purposes of community health assessment in May 2018 and May 2023. The Healthy Dakota Initiative Steering Committee includes representatives from a broad cross-section of partner organizations, including local public health, hospitals, clinics, schools, non-profits, faith communities, cities, and businesses, as well as community members. The Healthy Dakota Initiative aims to engage the community in a strategic planning process to improve the health and safety of all Dakota County residents, and to ensure that the priorities and strategies are shared by the partners in the county. As a framework for pursuing common community goals, the vision of the Healthy Dakota Initiative is health and well-being for all in Dakota County, based on the values of committed, trauma-informed, collaborative, connected, engaged, and inclusive. The Dakota County Community Health Assessment represents the first step in the planning process and provides the basis for creating a community health improvement plan. This document and the series of 13 two-page Community Health Profiles found on the Dakota County website serve as documentation of the Community Health Assessment process.

Process used by the Healthy Dakota Initiative

The Healthy Dakota Initiative adapted components of the Mobilizing for Action through Partnerships and Planning (MAPP) model to collect data that will be used to develop community health improvement strategies. MAPP is a strategic planning process used by communities to collect and analyze data, prioritize issues, identify resources to address priorities, and develop goals and strategies. It was jointly developed by the National Association of City and County Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC). The graphic representation of the model in Figure 1 below shows that MAPP consists of four assessment methods that work together to provide information needed to make decisions about health priorities and strategies. The conclusion of the four assessments is a comprehensive report about the health of the community that includes information about the assets, challenges, barriers, and resources that can be used to develop a Community Health Improvement Plan².

¹ PHAB Standards and Measures version 1.5. Public Health Accreditation Board. www.phaboard.org. Published December 2013.

² Mobilizing for Action Through Planning and Partnerships (MAPP) User's Handbook. National Association of County and City Health Officials. Published August 2015.



Figure 1 - MAPP Framework²

In 2023, the Healthy Dakota Initiative Steering Committee completed three of the four assessments: Community Themes and Strengths Assessment, Community Health Status Assessment, and Forces of Change Assessment (updated from 2018 to reflect the current environment).

Data sources

The Community Health Status Assessment utilized a variety of data sources, including the 2023 Dakota Adult Health Survey, the 2022 Minnesota Student Survey, and local, state, and national databases. Data presented were the most recent data available at the time the assessment was compiled. Every effort was made to locate data sources that were compiled at a county level; however, in some cases, data were only available at a metropolitan region, state or national level and, therefore, include a geographic area larger than the county. When county-level data are available, historical trends and comparisons to metro, state, and national data are provided, if possible.

Key informant interviews and online surveys were used to assess what local public health system partners see as health concerns in the community and where there are gaps and barriers to service. The Forces of Change Assessment helped identify external factors that are impacting health improvement efforts and could impact health improvement efforts in the future.

Multiple methods were used to complete the Community Themes and Strengths Assessment, including a Health Matters Community Survey that provided insights about the health concerns, health assets and barriers for Dakota County residents. In addition, community assets in Dakota County identified by the Healthy Dakota Initiative Steering Committee in 2018 were reviewed and updated to reflect the current local assets that could be mobilized to address health priorities. Additional information was provided by the 2022 Dakota County Residential Survey.

The Health Matters survey instrument consisted of three questions: top three health concerns; what keeps you, your family, and your community healthy; and how have the impacts of the COVID-19 pandemic continued to affect you, your family, and your community. The survey was available in English and Spanish and conducted through both a paper and an online survey from June 2-August 21, 2023. The sample was a convenience sample, and the results are not generalizable to the population. The survey was promoted through several methods, including a news release; the county website; program newsletters; emails sent to community partners, program participants, and staff; the Public Health electronic newsletter; and social media (Facebook and Twitter). A paper version of the survey was available to clients at each of the Public Health lobbies in Apple Valley and West St Paul and through community health workers

and other public health staff at community events. There were 768 respondents, including 252 who completed the survey in Spanish.

Challenges

This health assessment discusses many important health topics, but it does not present every possible health-related issue. The indicators included were selected to represent the breadth and complexity of public health, but the amount of investigation and detailed analysis is necessarily limited. It should not be considered a research document. References are included in footnotes to enable readers to access additional information.

Frequently, the types of data that would be useful for health assessment are not available. This may be because data related to a specific topic area are not collected, they are not collected at the county level, or data available at the county level cannot be broken down by race/ethnicity, income, or other factors. When race/ethnicity breakdowns are available, the level of specificity is often limited, preventing the examination of specific ethnic groups in more depth. For purposes of this assessment, if data were not available at a county level, data from a regional, state, or national level were used instead.

The assessment does not include information about programs, services, or interventions that could address these health-related issues. This information will be included in the Community Health Improvement Plan that will be developed in 2024.

An opinion survey is a useful snapshot of the current views of respondents. However, it is the opinion of the respondents surveyed and may not be representative of all county residents. A person's opinion is shaped by their experience and perspective at the time they responded. These types of surveys do not offer an opportunity to examine complex issues in depth.

While qualitative methods are useful for capturing rich, complex data that are not easily obtained through quantitative methods such as surveys, the data are limited by the fact that they are not generalizable to the population.

Framework for assessing health

In developing the Dakota County Community Health Assessment, the ideas from three frameworks were incorporated: 1) Healthy Minnesota 2022, 2) Healthy People 2030 and 3) Social Determinants of Health.

Healthy Minnesota 2022 is the statewide framework for improving health in Minnesota. Healthy People 2030 establishes 10-year, national benchmarks for improving the health of all Americans. Both are based on the principle that health is the product of many factors, from individual biology to community and system health. These factors create the conditions that allow people to be healthy. Importance is placed on high quality of life across the lifespan, from early childhood through old age. Because both frameworks emphasize the achievement of health equity and elimination of disparities, every attempt is made to include breakdowns by age, gender, race, and ethnicity when available^{3,4}.

Research has shown that social and environmental factors have a large impact on the development of healthy individuals, families, and communities. These determinants include employment and income stability, housing stability, transportation, education, environmental health, safety, food access, and others. The determinants affect a person's life and work conditions, such as stress levels, access to healthy food, safe places to exercise, exposure to

³ Healthy Minnesota 2022: Statewide Health Improvement Framework. Minnesota Department of Health. Healthy Minnesota Partnership. www.health.state.mn.us/healthymnpartnership. Published February 2018. Accessed December 29, 2023.

⁴ About Healthy People. United States Department of Health and Human Services. Healthy People 2030. www.healthypeople.gov. Published August 18, 2020. Accessed December 28, 2023.

environmental hazards, and availability of early learning opportunities. These exposures interact to increase or decrease the risk for many major diseases, such as heart disease, stroke, and Type 2 diabetes. To reflect this understanding of health, the Dakota County Health Assessment has a section devoted to these social determinants of health. Figure 2 below shows the social determinants of health framework used in this assessment.



Figure 2 - Social Determinants of Health⁵

Public input

The Healthy Dakota Initiative gathered information from the public in several ways during the assessment process. The Healthy Dakota Initiative Steering Committee included one community resident and two college students. A webpage was used to post materials about the Healthy Dakota Initiative as it progressed. The Health Matters Community Survey was designed to gather data on health issues that are important to the community. The survey was promoted through several methods, including a news release; the county website; program newsletters; emails sent to community partners, program participants, and staff; the Public Health electronic newsletter; and social media (Facebook and Twitter). A paper version of the survey was available to clients at each of the Public Health lobbies in Apple Valley and West St Paul and through community health workers and other public health staff at community events. There were 768 respondents, including 252 who completed the survey in Spanish.

Determining community health priorities

The Healthy Dakota Initiative Steering Committee met in December 2023 to review the findings from the Community Health Assessment and to consider input from the community and key informants. Twenty-two issues were initially identified by evaluating six dimensions: extent (e.g., number of people affected), data trend, comparison to target, benchmark to the state, health disparities (e.g., differences in impact on various groups), and community concern. The 22 issues examined were: food insecurity, high housing costs, 8th grade math proficiency, 3rd grade reading

⁵ Dakota County Community Services Division.

proficiency, traffic volume, uninsured population, dental care access, access to health care (availability), climate change, inadequate social or emotional support, frequent mental distress – adults, access to mental health care, depression – youth, interpersonal violence deaths, tobacco use/vaping, alcohol use disorder deaths, binge drinking – adults, drug overdose deaths, youth substance use, and physical inactivity. The committee combined these into 12 issues: food insecurity, high housing costs, chronic absenteeism, traffic volume, uninsured population, dental care access, access to health care (availability), climate change, mental health, interpersonal violence deaths, substance use, and physical inactivity. These 12 issues were narrowed further using a multi-voting process, which resulted in the following eight issues as top health priorities in Dakota County for 2024-2028:

- Mental health
- Substance use
- Chronic absenteeism (schools)
- Food insecurity
- High housing costs
- Dental care access
- Physical inactivity
- Access to health care (availability)

Executive Summary



The Healthy Dakota Initiative conducted the Community Health Assessment to provide an overview of population health in Dakota County. It recognizes trends in population health status and considers high-risk populations and those with disparities in health outcomes. It also establishes data-driven public health priorities that can be used in the development of a Community Health Improvement Plan.

In 2022, there were an estimated 443,341 residents in Dakota County. The racial composition of Dakota County is 75 percent White, non-Hispanic; eight percent Black/African American; six percent Asian; less than one percent American Indian/Alaskan Native; and eight percent Hispanic/Latino/a. People aged 65 and older comprise 16 percent of the county population, females outnumber males and are living longer, and the population of color is increasing more rapidly than the white population. Lakeville is the ninth largest city in the state and the fastest growing city in the county. The percent of Dakota County residents living below the poverty level (six percent) is below the state and the nation and decreased slightly from 2018 to 2022. However, poverty among Dakota County residents varies by race and ethnicity. Ten percent of non-institutionalized Dakota County residents live with a disability, below the state and the nation.

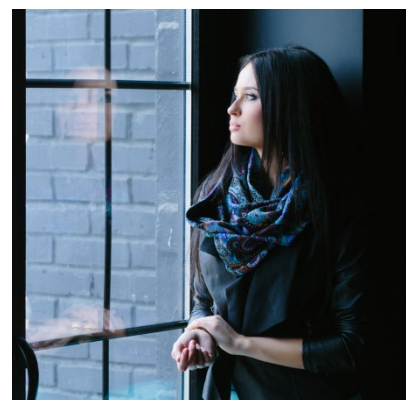
The data displayed in the Community Health Assessment supports the need for population health improvement in Dakota County. Below is a summary of data that supports each of the eight community health priorities identified by the assessment.

Mental health

Mental health ranked number two in community concerns. Mental health concerns, including post-traumatic stress disorder, anxiety, and depression have increased since the COVID-19 pandemic.

Adults: The percent of Dakota County adults (25 and older) who reported frequent mental distress (14 or more days per month of poor mental health) more than doubled from 2019 to 2023. Females, younger people (aged 18-34), people with a high school education or less and people living below 200 percent of the federal poverty level were more likely to experience frequent mental distress. Having severe mental health conditions contributes to income and housing instability.

Youth: Key informants reported that re-entry to school after alternating between remote and in-person learning during the COVID-19 pandemic has been difficult for many students, resulting in more depression and anxiety. In 2022, nearly half of Dakota County students (48 percent) reported being bothered by feeling down, depressed, or hopeless during the previous two weeks, an increase from 41 percent in 2016. Female students, older students, multi-racial and Hispanic/Latino/a students, and students identifying as lesbian, gay, bisexual, transgender or non-conforming gender (LGBTQ+) were more likely to experience feelings of depression. Consequences of mental health concerns in youth include chronic absenteeism, self-harm, suicidal thoughts, and “self-medicating” with substances.



Access to care: Although Dakota County has about the same number of mental health professionals per person as other counties in the Twin Cities metro area, access is still limited for many people due to insurance, language, and transportation barriers. Wait times for appointments are often long. In 2023, more than half of Dakota County adults who needed mental health care delayed or did not get it; 28 percent of those delayed because they could not find a provider or get an appointment. In 2022, less than half of Dakota County 9th graders who reported having long-term mental health, behavioral, or emotional problems received treatment during the past year. Younger students and students of color with mental health conditions were less likely to have received treatment during the past year.

Social isolation: Social isolation has increased since the COVID-19 pandemic and has led to increased mental health issues. Key informants reported that many people continue to avoid group activities, especially older adults; and children and teenagers have developed a dependence on mobile devices and social media. The percent of Dakota County adults who rarely or never get the social or emotional support they need increased from seven percent in 2019 to 13 percent in 2023. Older people and people living below 200 percent of the federal poverty level are less likely to get the social and emotional support they need.

Substance use

Tobacco use/vaping: Tobacco use/vaping ranked number five in community concerns. Cigarette smoking has rapidly decreased in youth since 1998. However, smoking e-cigarettes or vaping (both nicotine and marijuana) has increased. Key informants reported that vaping is starting at younger ages and many youth started vaping during the COVID-19 pandemic who would normally not have been at risk. In 2022, seven percent of Dakota County students currently vaped or used an e-cigarette containing nicotine. Female students, older students, multi-racial students, Hispanic/Latino/a students and students who identify as LGBTQ+ are more likely to vape.

Adults: Although the percent of Dakota County adults (aged 25 and older) engaging in binge drinking during the previous 30 days decreased from 2019 to 2023, the Dakota County rate of 24 percent is quite a bit higher than the statewide rate of 20 percent in 2022. Males, younger people (aged 18-44) and people with a bachelor's degree or higher were more likely to binge drink. The rate of death from causes 100 percent attributable to excessive alcohol use increased from 2016 to 2019 and 78 percent of those deaths were due to alcoholic liver disease. The rate of alcoholic liver disease had a large increase from 2019 to 2020. The rate of death from drug overdoses has increased substantially since 2017. Sixty-five percent of overdose deaths in 2021 were due to opioids and 27.5 percent were due to psychostimulants, such as methamphetamine. Males and younger people (aged 25-44) are more likely to die from drug overdoses. Decreased access to mental health services can lead to substance use and more severe chemical dependency issues due to "self-medicating".

Youth: Alcohol and other drugs ranked number three in community concerns. Alcohol is the number one substance of abuse. In some cases, substance use disorders started or worsened during the COVID-19 pandemic. Among youth, use of substances has decreased overall, although older students, multi-racial students, Hispanic/Latino/a students, and students who identify as LGBTQ+ use substances at a higher rate than the rest of the student population. Key informants reported that youth now have easier access to substances through online sources. Also, the legalization of marijuana has changed the norms.

Chronic absenteeism (schools)

The COVID-19 pandemic disrupted learning for students. Key informants reported that many students have faced challenges with re-entry to the school environment following the pandemic. Chronic attendance and mental health issues have interfered with academic success. The percent of students achieving consistent attendance (i.e., in school 90 percent of the time) dropped in every district in Dakota County from 2019 to 2022, by nearly one-fourth in some districts. The number of students served by school nurses for chronic attendance issues in a two-week period more than tripled from 2016 to 2023. Chronic absenteeism has coincided with a drop in standardized test scores. Less than half of Dakota County eighth graders met the standards for math proficiency in 2023. In 2023, Dakota County ranked fourth among the seven Twin Cities metro area counties for eighth grade math scores. In 2023, just over half (52 percent) of Dakota County third graders met the standards for reading proficiency, a decrease from 2019. Black students, Hispanic/Latino/a students, students receiving special education, and English Learners were less likely to meet the standards for reading and math. In 2023, Dakota County ranked third among the seven Twin Cities metro area counties for third grade reading scores.

Food insecurity

Food, housing, and income ranked number one for community concerns. The cost of food has risen due to inflation, making it harder to afford healthy food. From 2021 to 2022, total visits to food shelves increased by 99 percent. The greatest increase was among older adults (145 percent increase). When the COVID-19 emergency order was lifted in 2023, supplementary SNAP benefits ended, and food shelf visits jumped. And it is estimated that nearly 30 percent of

the total population that are food insecure do not qualify for federal nutrition programs, such as Supplemental Nutrition Assistance Program (SNAP). In 2019, there were 17 census tracts in Dakota County that had low food access, based on low-income, distance to a grocery store and/or vehicle access. Nearly one-third of the population in these census tracts are people of color. Transportation is a barrier for some residents to get to grocery stores or food shelves.

High housing costs

Food, housing, and income ranked number one for community concerns. About one-quarter of Dakota County households spent 30 percent or more of their household income on housing in 2022, a slight increase from 2018. Among households who rent, it increased to nearly half (49 percent). Key informants reported that due to inflation, rents have increased, and it is difficult for people with low incomes to meet the qualifications for renting. For families living in poverty, the options for affordable housing are limited. Many public housing units, units that accept housing vouchers, and low-income housing that is funded by state and local sources, have long wait lists to access. There is also a significant shortage of emergency housing options in the county. The number of people living unsheltered in Dakota County (i.e., living in vehicles, outdoors, or in tents or other places not intended for habitation) increased from 2022 to 2023, as did the population of homeless students in the Dakota County public schools.

Dental care access

Although the rate of licensed dentists in Dakota County per person is about average among the counties in the Twin Cities metro region, it declined slightly from 2022 to 2023. Additionally, very few dental clinics in Dakota County accept new Medical Assistance for Prepaid Medical Assistance patients or see uninsured clients or clients on a sliding fee scale. This makes it difficult for people who are on Medical Assistance or uninsured to get dental care. In 2020, only about one-quarter of Medical Assistance enrollees accessed dental services for any reason. Among children who were eligible for Child & Teen Checkups, only 30 percent had a preventive dental service during the year. Among Dakota County adolescents, there was a decrease from 2013 to 2022 in the percent who saw a dentist in the past year. Hispanic/Latino/a and Black or African American students were less likely to have seen a dentist in the past year than White students. The percent of Dakota County adults (aged 25 and older) who had visited a dentist or dental clinic within the past year increased slightly from 2014 to 2023, but people with a high school education or less and people living below 200 percent of the federal poverty level were less likely to have visited a dentist or dental clinic within the past year.

Physical inactivity

The percent of Dakota County adults (aged 25 and older) who did not engage in any leisure-time physical activity during the last 30 days decreased from 2010 to 2023. However, adults aged 75 and older, people with a high school education or less, and people living below 200 percent of the federal poverty level were less likely to engage in leisure-time physical activity. Key informants reported that people got out of the habit of going to exercise facilities during the COVID-19 pandemic and pre-pandemic physical activity levels have not yet returned, particularly in older adults.

Access to health care (availability)

Access to health care ranked number four in community concerns. Key informants reported that during the COVID-19 pandemic, people delayed preventive care, which has caused more serious health issues to arise. Clinics are still trying to build staff capacity and wait times for appointments are longer. Other barriers to receiving care include not enough diverse, culturally competent providers; fewer providers with expertise for people with disabilities and older adults; and transportation. Dakota County had the third lowest rate of primary care physicians per person in the Twin Cities metro region in 2022-23. This rate has been stable since 2020-21. In 2023, about one-fifth (19 percent) of Dakota County adults delayed or did not get needed medical care. Thirty-eight percent did not get needed medical care because of provider or appointment availability.

Community Strengths



Dakota County has many assets and strengths that can give people a sense of identity, belonging and connection that may make health concerns less severe. Community strengths include people, organizations, places, and community initiatives that are an important source of knowledge, skills and connections that can be useful in developing and implementing community health improvement strategies.

Community Assets

The Healthy Dakota Initiative Steering Committee members considered the following question: “What assets/strengths can be drawn upon in Dakota County to fulfill the vision of the Healthy Dakota Initiative?” Below is the resulting list:

Emergency Services/Public Safety

- Food shelves
- Law enforcement, fire, ambulance
- Domestic violence shelter
- Youth and adult shelters
- Sexual assault services (360 Communities, Fairview Ridges)
- Emergency financial assistance
- Dakota County Crisis Response
- Aspen House homeless shelter

Local & State Government

- Businesses
- Cities
- City and county groups and projects
- County departments (e.g., Public Health, Social Services, Employment & Econ. Assistance)
- Non-profits (e.g., DARTS, CAP Agency, 360 Communities, Neighbors, Hastings Family Service)
- Political leaders
- Political parties
- Professionals
- Utilities – electric, water, heat, internet
- Acknowledgment of tribal groups and native government

Health Care

- Hospitals and health clinics
- Telehealth
- Vaccination clinics
- STI screening clinics
- Jail health
- Mental health clinics
- Home care agencies
- Long-term care
- Assisted living
- Memory care
- Federally qualified health centers (Farmington)

Education

- Colleges
- Libraries
- Mentors
- People who are post-high school
- School district wellness committees
- School PTAs
- Schools (organization)
- Schools (building)
- Students
- Cultural liaisons

Social & Cultural Organizations

- Arts and theater
- Faith organizations (churches, synagogues, mosques)
- Healthy Dakota Initiative
- Interest groups (e.g., biking clubs)
- Local media, including local cable access, local newspapers, radio stations, and social media
- Minnesota Zoo
- Professional and business associations
- Sporting events
- SPARC (Inver Grove Heights)
- Museums

Neighborhood Resources

- Social clubs (e.g., Elks, Moose, Rotary, Kiwanis)
- Volunteers
- YMCAs
- Malls/shopping areas
- Neighborhood associations, CrimeWatch
- Parks and natural areas
- Trails and paths
- Positive outdoor experiences
- Bison herd in Hastings
- Natural resources
- Recreational facilities
- Restaurants and bars
- Retired people

Neighborhood Resources (continued)

- Youth serving organizations (e.g., 4-H, Scouts, athletic associations)
- Parish nurses/parish committees
- Specialty grocery stores that sell culturally specific foods
- Senior centers
- Apartment and housing complexes
- ROMA (renters, owners, and managers association)
- HOME Line – tenant resources group
- Farmer’s market
- Grocery stores/access to healthy foods
- Boomers and “young seniors”
- Community centers

Community Perceptions

Overall, Dakota County residents rate their quality of life very highly. In 2022, 91 percent of Dakota County residents reported that the overall quality of life in Dakota County was “good” or “excellent”. This was below the 2019 survey (97 percent) but is much higher than benchmark compared to other counties in the nation. Ninety-three percent rated Dakota County as “good” or “excellent” as a place to live and 90 percent rated it as “good” or “excellent” as a place to raise a family. The top three things that people said they like most about living in the county are: location, rural character, and parks/lakes/trails.⁶

In the Health Matters survey that was conducted as part of this assessment, community residents were asked “What helps you, your family and your community stay healthy?” Below is the list of themes mentioned more than once:

- Physical activity
- Access to quality health care
- Health insurance coverage
- Public awareness of issues
- Family/youth activities in the community
- Affordable cost of living
- Healthy lifestyle choices
- Preventive health care
- Connection to nature
- Safety
- Community resources
- Measures to protect against infectious disease
- Personal accountability
- Employment
- Time
- Access to transportation
- Parks/trails
- Access to affordable, healthy food
- Positive attitude
- Access to services
- Strong social connections
- Health education/knowledge
- Family connections
- Financial resources
- Mental health practices
- Limited screen/device time
- Adequate sleep
- Good parenting
- Healthy eating habits
- Sense of belonging
- Self-care
- Quality education
- Religion/faith
- No alcohol/drugs/tobacco
- Affordable housing
- Having pets
- Access to recreational opportunities

⁶ Dakota County, Minnesota Resident Survey Report of Results 2022. June 2022. Polco/National Research Center Inc. www.co.dakota.mn.us. Accessed December 29, 2023.

Description of Dakota County



Dakota County is the third most populous county in Minnesota, comprising 7.8 percent of the population of Minnesota.⁷ It is in the southeast corner of the Twin Cities Metropolitan area and encompasses 587 square miles (563 square miles in land and 24 square miles in water).⁸ The county shares borders with the following counties: Hennepin County in the northwest, Scott County in the west, Rice County in the southwest, Ramsey County in the north, Washington County in the northeast, Pierce County, Wisconsin in the east, and Goodhue County in the southeast. Dakota County lies at the confluence of three major rivers. The Mississippi and the Minnesota, form the county's northern border and the Mississippi and the St. Croix form the eastern border. Being close to these rivers had a significant influence on the county's development and history.⁹

Before European settlement, Dakota County was part of a large territory of the Dakota tribe of American Indians. In 1689, Nicholas Perrot, a fur trader, proclaimed Dakota, Ojibwe (Chippewa) and other American Indian lands as possessions of France without the consent of the tribes. Mendota, located across the river from Fort Snelling, was the first European settlement in Minnesota. In 1849, Dakota County became one of the nine original counties created by the Minnesota Territory legislature. The county's original boundary extended to Hastings in the south and to the west several hundred miles to the Missouri River. The first county seat was established in Kaposia in 1853, moved to Mendota in 1854, and, finally, moved to Hastings in 1857 where it currently remains.⁹

Dakota County had an estimated 443,341 residents in 2022.⁷ The county is divided into 22 incorporated municipalities and 12 townships. A small portion of Hastings is in Washington County and the majority of Northfield is in Rice County.¹⁰ In 2022, the five largest cities were: Lakeville (73,828), Eagan (68,889), Burnsville (64,522), Apple Valley (55,673), and Inver Grove Heights (35,652), which made up 67 percent of the population of the county. Lakeville was the ninth largest city in Minnesota. It is also the fastest-growing city in Dakota County with an estimated 24 percent growth from 2010 to 2020, while Hastings had little or no growth during the same period.¹¹ Geographically, Dakota County is largely rural; however, the county maintains an equal land use mix of urban, suburban and rural.⁹ For the 2020 Census, the U.S. Census Bureau defined an area as urban if it contains at least 5,000 people or 2,000 households. Rural constitutes any population outside of an urban area.¹² Using the 2020 Census definitions, five percent of Dakota County households live in rural designations.¹³

The seven-member elected Board of County Commissioners is the legislative body of the county. Each member represents a specific district within the county.¹⁴

⁷ Annual Estimates of the Resident Population for Counties in Minnesota: April 1, 2020 to July 1, 2022 (ID: CO-EST2022-POP-27). United States Census Bureau. Population Estimates Program. www.census.gov. Published March 2023. Accessed December 29, 2023.

⁸ 2023 U.S. Gazetteer Files. United States Census Bureau. www.census.gov. Updated September 20, 2023. Accessed: December 29, 2023.

⁹ About Us. Dakota County, Minnesota. www.co.dakota.mn.us. Updated March 7, 2023. Accessed: December 29, 2023.

¹⁰ Dakota County Cities and Townships. Dakota County, Minnesota. www.co.dakota.mn.us. Updated November 2, 2023. Accessed December 29, 2023.

¹¹ PopFinder for Cities and Townships. Minnesota State Demographic Center. www.mn.gov/admin/demography. Published May 2023. Accessed December 29, 2023.

¹² 2020 Census Urban-Rural Classification Fact Sheet. United States Census Bureau. www.census.gov. Updated December 29, 2022. Accessed December 29, 2023.

¹³ Urban and Rural (ID:H2). 2020: DEC Demographic and Housing Characteristics. United States Census Bureau. Decennial Census. www.data.census.gov. Accessed December 29, 2023.

¹⁴ Board of Commissioners. Dakota County, Minnesota. www.co.dakota.mn.us. Updated April 26, 2023. Accessed December 29, 2023.

Populations

Population (general statistics)

Population growth depends on the number of births, the number of deaths, and migration into and out of the county. Understanding the overall population is important to understanding current and future health needs.

Table 1 below shows the total population of Dakota County from 2010-2020. From 1990 to 2000, the population of Dakota County grew by nearly 30 percent. In the most recent complete decade (2010-2020), growth slowed to 10 percent. Even though growth slowed from 2010-2020, Dakota County still grew faster than the state (eight percent) and the United States (seven percent). Lilydale, Lakeville and Rosemount had the fastest growth rates^{15,16}



Table 1. Overall population data, 2010-2020^{15,16}

	2010 Population, No. (%)	2020 Population No. (%)	Percent Chg.
Dakota County	398,552	439,882	10.4%
Minnesota	5,303,925	5,706,494	7.6%
United States	308,745,538	331,449,281	7.4%
Apple Valley	49,084 (12.3)	56,374 (12.8)	14.9%
Burnsville	60,306 (15.1)	64,317 (14.6)	6.7%
Eagan	64,206 (16.1)	68,855 (15.7)	7.2%
Farmington	21,086 (5.3)	23,632 (5.4)	12.1%
Hastings (part)	22,172 (5.6)	22,154 (5.0)	0.1%
Inver Grove Heights	33,880 (8.5)	35,801 (8.1)	5.7%
Lakeville	55,954 (14.0)	69,490 (15.8)	24.2%
Lilydale	623 (0.2)	809 (0.2)	29.9%
Mendota	198 (0.0)	183 (0.0)	-7.6%
Mendota Heights	11,071 (2.8)	11,744 (2.7)	6.1%
Rosemount	21,874 (5.5)	25,650 (5.8)	17.3%
South St. Paul	20,160 (5.1)	20,759 (4.7)	3.0%
Sunfish Lake	521 (0.1)	522 (0.1)	0.2%
West St. Paul	19,540 (4.9)	20,615 (4.7)	5.5%
Rural cities and townships	17,877 (4.5)	18,979 (4.3)	6.2%

Abbreviations: No., Number; Chg., Change

The population of Dakota County is expected to continue to grow a little more rapidly than the state overall in the coming years. In 2040, the population of Dakota County is projected to be 479,917. It is projected that the county will

¹⁵ACS Housing and Demographics Estimates (ID: DP05). 2010: ACS 5-Year Estimates Data Profiles. United States Census Bureau. American Community Survey. www.data.census.gov. Accessed: January 25, 2024.

¹⁶ Profile of General Population and Housing Characteristics (ID: DP1). 2020: DEC Demographic Profile. United States Census Bureau. Decennial Census. www.data.census.gov. Accessed: December 29, 2023.

experience a nine percent growth from 2020 to 2040. The state is projected to experience an eight percent growth rate during the same period.¹⁷

Age

The age structure of a population determines several things, including labor force composition, school enrollment and medical needs. A larger elderly population may increase demands on the public health system, medical services, and social services. Many older adults are affected by chronic diseases, which increase disability, diminish quality of life, and increase health and long-term care costs¹⁸.



Aging was a key theme in the qualitative data. Topics most frequently mentioned related to aging were access to health care, housing, and mental health/isolation. Youth was also a key theme. Topics most frequently mentioned related to youth were mental health, access to care, and substance use.

The population of Dakota County is similar in age to the state and United States as a whole. The median age increased from 30.2 in 1990 to 38.4 in 2022. The largest single ten-year age group is between the ages of 35 and 44, comprising 14 percent of the population. Youth aged 14 and younger make up 19 percent of the population, similar to the state and slightly above the nation. Residents over 65 make up 16 percent of the population, compared to 17 percent statewide and in the United States^{19, 20, 21, 22}.



The nation, including Minnesota and Dakota County, is aging. The proportion of the county's population over 65 will increase as the "Baby Boom" generation continues to move into retirement age. It will increase about 1.5 times faster than the population over 65 will increase statewide (39.5 percent between 2020 and 2040, compared to 26.1 percent statewide)¹⁷.

The highest percent of population 65 and older in 2020 was in Burnsville, Eagan, and Apple Valley¹⁶. The largest percent increases occurred in Eagan, Burnsville, and Lakeville from 2010 to 2020. From 2010 to 2020, the proportion

¹⁷ Long-Term Population Projections for Minnesota. Minnesota State Demographic Center. www.mn.gov/admin/demography . Published February 2023. Accessed: December 29, 2023.

¹⁸ Goulding MR, Rogers ME, Smith SM. Public Health and Aging: Trends in Aging --- United States and Worldwide. *MMWR Morb Mortal Wkly Rep*. 2003; 52 (06): 101-106.

¹⁹ Annual County Resident Population Estimates by Age, Sex, Race, and Hispanic Origin: April 1, 2020 to July 1, 2022 (ID: CC-EST2022-ALLDATA). United States Census Bureau. Population Estimates Program. www.census.gov . Published June 2023. Accessed: December 29, 2023.

²⁰ Annual State Resident Population Estimates for 5 Race Groups (5 Race Alone or in Combination Groups) by Age, Sex, and Hispanic Origin: April 1, 2020 to July 1, 2022 (ID: SC-EST2022-ALLDATA5). United States Census Bureau. Population Estimates Program. www.census.gov . Published June 2023. Accessed: December 29, 2023.

²¹ Annual Estimates of the Resident Population by Sex, Age, Race, and Hispanic Origin for the United States: April 1, 2020 to July 1, 2022 (ID: NC-EST2022-ASR6H). United States Census Bureau. Population Estimates Program. www.census.gov . Published June 2023. Accessed: December 29, 2023.

²² ACS Demographic and Housing Estimates (ID: DP05). American Community Survey, 2022: 5-Year Estimates Data Profiles. United States Census Bureau. www.data.census.gov . Accessed: December 29, 2023.

of Dakota County residents under age 45 decreased by five percent while the proportion of persons 45 and over increased by 19 percent^{19,23}.

Racial and Ethnic Diversity

The occurrence of many diseases, injuries and other public health problems often differs by race and ethnicity. It is important to understand these disparities and the underlying root causes to appropriately target public health interventions.

The United States is becoming more racially and ethnically diverse. In 2022, people of color made up a larger proportion of the Dakota County population (25 percent) than the state (22 percent). The Hispanic population made up a slightly larger proportion of Dakota County (eight percent) than the state (six percent)¹⁹. In 2000, people of color represented 10 percent of the total population. In 2020, that had grown to 23.5 percent. The Hispanic population grew by 221 percent during that time and the Black/African American population grew by 317 percent. Populations of color have grown faster than the county's White population in the past 20 years^{19,24}. In 2040, people of color are expected to make up 36 percent of the Dakota County population¹⁷.

The highest percent of people of color in 2020 was in Burnsville and West St Paul. The largest percent increases occurred in Lakeville and Apple Valley from 2010 to 2020. From 2010 to 2020, the proportion of people of color in the county increased by 65 percent, while the proportion of Whites decreased by one percent^{15,16}.

During the 2022-23 school year, 42 percent of Dakota County public and charter school students were students of color. Hispanics (14 percent) and Blacks (13 percent) are the largest minority groups among the student population. Students of color in Dakota County increased from 29 percent of the population in the school year 2013-14. In the 2022-23 school year, it was higher than the population of color in Minnesota schools overall (38 percent)²⁵.

Immigrants and refugees

Refugees and new immigrants often have health concerns unique to their home country and situation. They may have received little or no medical care for many years prior to resettlement. Health conditions can also develop or worsen from the time they depart their home country to when they arrive in the United States. They may suffer from malnutrition, dental issues, hearing and vision issues, and infectious diseases. They also may have post-traumatic stress and/or other mental health conditions. The most common conditions identified in refugees settling in Minnesota are Hepatitis C, parasitic infections, and elevated blood lead^{26, 27}. People who lack proficiency in English can encounter barriers in accessing health care and have difficulty communicating effectively with health care providers. This may limit their ability to properly care for themselves and to follow their provider's instructions.

Key informants interviewed in Dakota County mentioned several concerns/needs related to immigrants and refugees, including immigrants and refugees often don't know the resources available or how to access them; language barriers; need for culturally diverse education, services, and resources; access to care (dental, medical, and mental health); and undocumented immigrants' fear of accessing services.

²³ Annual County Resident Population Estimates by Selected Age Groups and Sex: April 1, 2010 to July 1, 2019 (ID: CC-EST2019-agesex-27). United States Census Bureau. Population Estimates Program. www.census.gov. Published June 2020. Accessed: January 25, 2024.

²⁴ Intercensal Estimates of the Resident Population by Sex, Race, and Hispanic Origin for Counties: April 1, 2000 to July 1, 2010 (ID: CO-EST00INT-SEXTRACEHISP). United States Census Bureau. Population Estimates Program. www.census.gov. Published October 2012. Accessed: January 25, 2024.

²⁵ 2022-23 Enrollment. Minnesota Department of Education. Data Center. www.education.state.mn.us. October 2022. Accessed: January 25, 2024.

²⁶ Minnesota Refugee Health Screening Manual. Minnesota Department of Health. www.health.state.mn.us. Published 2015. Accessed: February 1, 2019.

²⁷ Refugee Health Statistics, 2021. Minnesota Department of Health. www.health.state.mn.us. Updated October 16, 2023. Accessed January 25, 2024.

A slightly larger proportion of the Dakota County population (10 percent) is foreign-born than the state (8.5 percent)²⁸.

From 2017-2021, 140 refugees settled in Dakota County. The largest numbers of refugees were from Somalia, Ukraine, and Afghanistan^{29,30}. In 2022, an estimated 42.5 percent of the non-Hispanic, Black population in Dakota County was from sub-Saharan Africa (approximately 13,019 people, with 4,795 from Somalia)³¹. The number of students in Dakota County public schools who spoke a native African language at home increased by 18 percent from the 2018-19 to 2022-23 school years. During the 2022-23 school year, there were 4,206 students who spoke a native African language at home, with Somali being the most common (2,703 students)³².

In 2022, the percent of the Dakota County population age five and older who spoke a language other than English at home (13 percent) is slightly higher than the state (12 percent) and lower than the United States (22 percent)²⁸. During the 2022-23 school year, 20 percent of Dakota County students spoke a language other than English at home, higher than the state (17 percent). The percentage increased from the 2018-19 school year to the 2022-23 school year. Spanish is the most spoken language other than English³².

Disabled

Disability can involve a variety of factors including vision, hearing, movement, ability to walk, and cognition and affects an estimated 1 million Minnesota adults. By itself, it is not an indicator of poor health. However, individuals with disabilities may sometimes have more difficulty staying healthy, because of physical and social barriers. Accessibility or safety may make it difficult for a person with disabilities to engage in physical activity. A disability can lead to social isolation, which can have a negative impact on physical and mental health. Individuals with disabilities are also at higher risk for abuse³³.

In 2022, an estimated 10 percent of non-institutionalized Dakota County residents lived with a disability, compared to 11 percent statewide and 13 percent nationally. The highest rate is among persons 65 and older (27 percent)²⁸. In 2023, 17 percent of Dakota County adults reported having activity limitations due to a physical, mental, or emotional problem³⁴.

Children and youth with special health care needs are identified as children 0-17 with chronic conditions or at increased risk of chronic conditions (physical, developmental, behavioral, or emotional) that require health care and related services beyond those needed by children in general. Approximately 18 percent of Minnesota children have special health care needs³⁵. The preschool population in Early Childhood Special Education in Dakota County was 1,458 preschoolers in the 2022-23 school year, a two percent decrease from the 2018-19 school year. Seventeen percent of the Dakota County K-12



²⁸ Selected Social Characteristics in the United States (ID: DP02). United States Census Bureau. 2018-2022 American Community Survey (ACS) 5-year estimates. www.data.census.gov. Accessed: January 25, 2024.

²⁹ Primary Refugee Arrivals by County. Minnesota Department of Health. Refugee Health Statistics. www.health.state.mn.us. Updated October 16, 2023. Accessed: January 26, 2024.

³⁰ Dakota County Public Health

³¹ People Reporting Single Ancestry (ID: B04004). United States Census Bureau. 2018-2022 American Community Survey (ACS) 5-year estimates. www.census.gov. Accessed January 26, 2024.

³² Primary Home Language Totals. Minnesota Department of Education. Data Center. www.education.state.mn.us. Accessed: January 26, 2024.

³³ Disability and Health. Centers for Disease Control and Prevention. www.cdc.gov. Accessed: January 29, 2024.

³⁴ Dakota County Adult Health Survey, 2023. Dakota County Public Health Department.

³⁵ Minnesota's 2020 Title V Maternal and Child Health Block Grant Needs Assessment. Minnesota Department of Health. www.health.state.mn.us. Accessed February 29, 2024.

population was enrolled in special education in public schools in the 2022-23 school year, slightly below Minnesota. This percent has grown slightly over the past 10 years³⁶.

Lesbian, gay, bisexual, queer/transgender or gender minority (LGBTQ+)

Individuals who identify as lesbian, gay, bisexual, queer, transgender, or gender non-conforming are at greater risk for certain health threats due to systemic inequities, such as societal stigma and discrimination³⁷. In 2022, seven percent of Americans identified as lesbian, gay or bisexual, which translates to an estimated 31,034 Dakota County residents. Nearly two percent of U.S. adults identify as transgender or nonbinary (i.e., they identify with a gender that is different from the sex they were assigned at birth). This translates to an estimated 5,413 Dakota County adults³⁸.

³⁶ Enrollment, 2013-14, 2018-19, 2022-23. Minnesota Department of Education. www.education.state.mn.us. Accessed: January 29, 2024.

³⁷ Lesbian, Gay, Bisexual, and Transgender Health. Centers for Disease Control and Prevention. <http://www.cdc.gov/>. Accessed: January 29, 2024.

³⁸ The American Trends Panel Survey. Pew Research Center. Published 2023. Accessed January 29, 2024.

Health Indicators



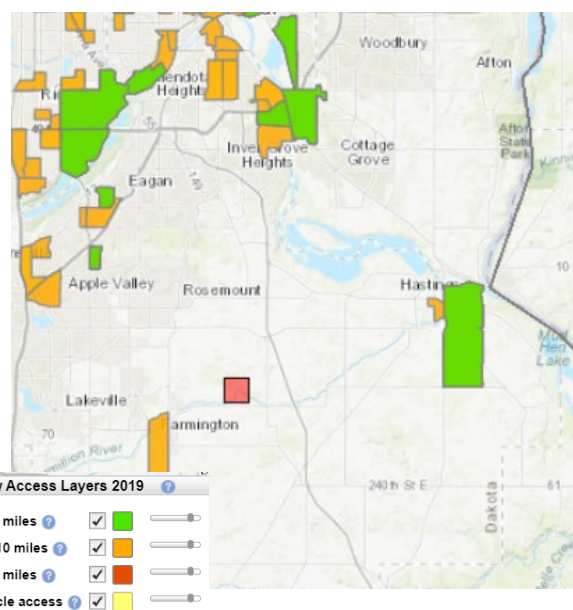
Data for the community health assessment were examined for over 137 indicators, as well as themes from community input. This report will address 21 key topic areas that emerged from the analysis and formed the basis for the eight health priorities that were selected.

Basic Needs

Food Insecurity

People's food choices and diet are likely to be influenced by how far they must travel to get to a store, how available healthy foods are, and how much foods cost. Some people, especially those who have low income, may have a harder time accessing healthy and affordable food stores, which may negatively impact their diet and food security³⁹. Food insecurity, or hunger, means that access to adequate food is limited by not enough money or resources⁴⁰.

Figure 3 – Low-income census tracts that have low access to food in Dakota County



An estimated 18,030 people (four percent of the population) in Dakota County were food insecure in 2021, a decrease from seven percent in 2017. It is estimated that 28 percent of the total population that are food insecure do not qualify for federal nutrition programs, such as Supplemental Nutrition Assistance Program (SNAP)⁴¹.

Total visits to food shelves in Dakota County increased by 99 percent from 2021 to 2022. The greatest increase in food shelf visits was among older adults (145 percent)⁴².

Food, housing, and income ranked number one for community concerns (51 percent of respondents). Key informants reported that the cost of food has gone up due to inflation. When the COVID-19 emergency order was lifted in 2023, supplementary SNAP benefits ended, and food shelf usage jumped. There are currently long wait times to apply for food assistance. For residents who are new to the country, there can be language and cultural barriers in using food shelves.

In 2019, there were 17 census tracts in Dakota County that had low food access, based on low-income, distance to a grocery store and/or vehicle access (see Figure 3 on this page for locations). This impacted about 12,445 people in the county, including 9,874 children and 5,086 older adults. An estimated 31 percent of the population of these tracts are people of color. Transportation is a barrier for some residents to get to grocery stores or food shelves⁴³.

³⁹ Food Access. United States Department of Agriculture. Economic Research Service. www.ers.usda.gov. Updated October 20, 2022. Accessed on: February 2, 2024.

⁴⁰ Rabbitt MP, Hales LJ, Burke MP, Coleman-Jensen A. Household Food Security in the United States in 2022. Economic Research Report No. (ERR-325). United States Department of Agriculture. Economic Research Service. 2023. www.ers.usda.gov. Accessed February 2, 2024.

⁴¹ Map the Meal Gap. 2021. Feeding America. www.feedingamerica.org. Accessed February 2, 2024.

⁴² Food Shelf Visits Map. 2021-2022. Hunger Solutions Minnesota. www.hungersolutions.org. Accessed on February 2, 2024.

⁴³ Food Access Research Atlas. United States Department of Agriculture. Economic Research Service. www.ers.usda.gov. Accessed February 2, 2024.

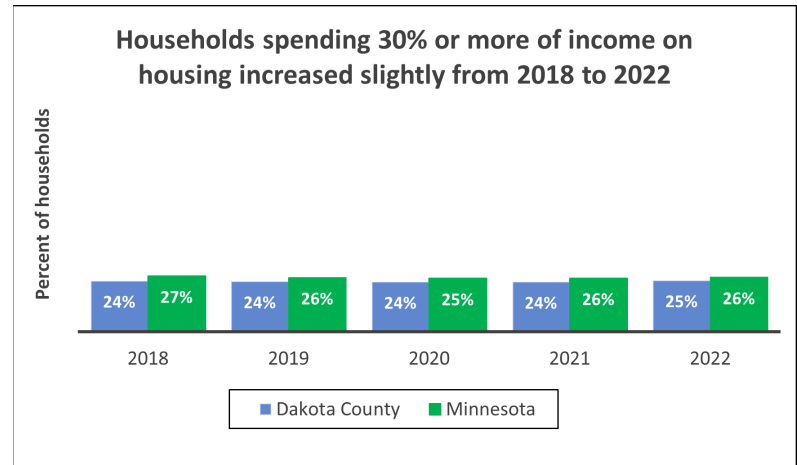
High Housing Costs

Affordable and safe housing is an important factor in both physical and mental health. A shortage of affordable housing results in individuals and families not being able to choose where they live. Low-income families often end up living in substandard housing, unsafe neighborhoods, and having fewer resources for physical activity. Excessive housing costs limit the amount of funds available for other needs, such as food and medical care. It also results in elevated stress levels that have an impact on health. Children who do not have access to affordable housing tend to have poorer health outcomes, more behavioral problems, and lower academic success⁴⁴.

In 2022, a higher percent of housing units in Dakota County were owner-occupied (76 percent) than the state (72 percent). This percent increased slightly from 2018 to 2022 (from 74 percent to 76 percent)⁴⁵.

Figure 4 on this page shows that 25 percent of Dakota County households (homeowners and renters) spent 30 percent or more of their household income on housing in 2022. This is slightly below the state (26 percent). The percent slightly increased for Dakota County and slightly decreased for Minnesota from 2018 to 2022. Among Dakota County households who own their home, 17 percent spend 30 percent or more of their household income on housing. Among households who rent their home, it goes up to 49 percent⁴⁵. Due to inflation, rents have increased, and it is difficult for people with lower incomes to meet the qualifications for renting.

Figure 4 - Cost-burdened households



Food, housing, and income ranked number one for community concerns (51 percent of respondents).

In January 2023, a one-day count found 370 persons in Dakota County homeless (104 unsheltered and 266 sheltered). This was an increase from 124 in 2022. The number of unsheltered people (living in vehicles, outdoors, or in tents or other places not intended for habitation) increased by 79 percent from 2022 to 2023⁴⁶. During the 2022-23 school year, a total of 526 homeless students were enrolled in Dakota County public and charter schools (less than one percent of the total PK-12 student population). This was an increase from 320 in the 2018-19 school year³⁶. There is a significant shortage of emergency housing options in the county.

For families living in poverty, the options for affordable housing are limited and very little new affordable housing is being developed in the county. In 2023, 2.5 percent of the housing units in Dakota County were federally subsidized, which included public housing units and units that accept housing vouchers. Ninety-six percent of these units were occupied in 2022 and the average wait list time is almost two years (23 months). Many of these units were specialized housing for seniors or the disabled⁴⁷. Additional low-income housing that is funded by state and local sources is available but represents a small portion of total rental units in the county and is often subject to long waiting lists.

⁴⁴ Braverman P, Dekker M, Egerter S, Sadegh-Nobari T, Pollack C. Housing and Health Brief. Robert Wood Johnson Foundation. May 1, 2011. Accessed February 2, 2024.

⁴⁵ Selected Housing Characteristics in the United States (ID: DP04). United States Census Bureau. 2018-2022 American Community Survey (ACS) 5-year estimates. www.data.census.gov. Accessed February 2, 2024.

⁴⁶ Point-in Time Homeless Survey. Dakota County Social Services.

⁴⁷ Assisted Housing: National and Local. Picture of Subsidized Housing. 2009-2023. United States Department of Housing and Urban Development. www.huduser.gov. Accessed February 2, 2024.

Education

8th grade math proficiency

Math proficiency is a predictor of future educational and occupational success. Good math skills are considered critical to building a strong 21st-century workforce⁴⁸.

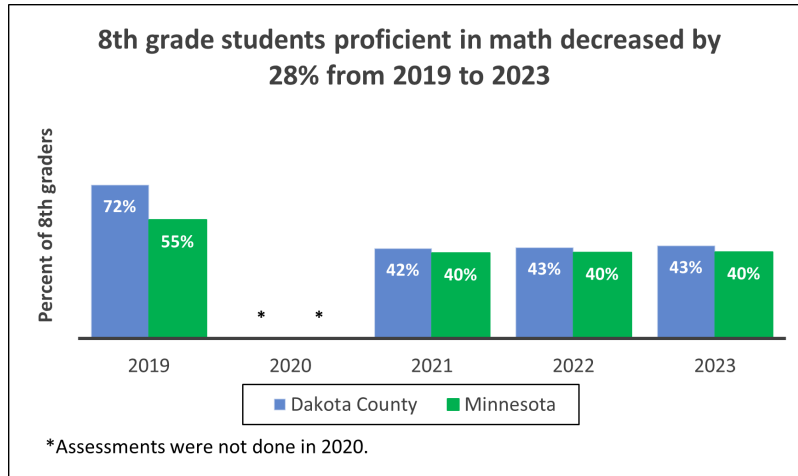


Figure 5 on this page shows that, in 2023, 43 percent of Dakota County eighth graders met the standards for math proficiency, compared to 40 percent of the state. There was a decrease of 28 percent from 2019 to 2023⁴⁹.

Only 21 percent of Black and Hispanic/Latino/a students met the standards. A smaller percent of students receiving special education (20 percent) and English Learners (seven percent) met the standards⁴⁹.

In 2023, Dakota County ranked fourth among the seven Twin Cities metro area counties for eighth grade math scores⁵⁰.

The COVID-19 pandemic disrupted learning for students, who faced challenges with remote learning, including internet and technology access, reduced support services, and fewer interactions with teachers. At the same time, families were dealing with increased social, mental health, and financial stressors⁴⁸. Key informants reported that students have faced challenges with re-entry to the school environment following the pandemic. Chronic attendance and mental health issues have interfered with academic success.

⁴⁸ “The Pandemic’s Toll: Only 1 in 4 Eighth-Graders Proficient in Math in 2022”. The Annie E. Casey Foundation. November 1, 2022. www.aecf.org. Accessed February 2, 2024.

⁴⁹ All Academic Accountability Tests. Minnesota Department of Education. Data Center. www.education.state.mn.us. Accessed February 2, 2024.

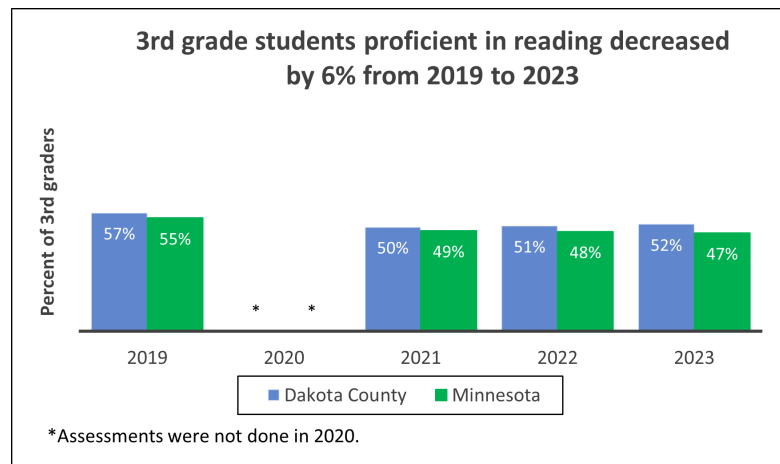
⁵⁰ 8th grade students achieving math standards. Rank of Minnesota counties, 2023. Wilder Research. Minnesota Compass. www.mncompass.org. Accessed February 2, 2024.

3rd grade reading proficiency

Early learning experiences at home, in childcare, and in preschool are important for healthy brain development, which impacts long-term social and educational success⁵¹. Being able to read proficiently by the end of third grade is a strong predictor of future academic success and ability to have economic stability in the future. Children from low-income families who can read proficiently by the end of third grade have an increased likelihood of breaking the intergenerational cycle of poverty.⁵²

Figure 6 on this page shows that, in 2023, just over half (52 percent) of Dakota County third graders met the standards for reading proficiency, compared to 47 percent of the state. The percent of Dakota County third graders who met the reading standards decreased by seven percent from 2019 to 2021, but there was a slight increase from 2021 to 2023⁵³.

Only 33 percent of Black students and 34 percent of Hispanic/Latino/a students met the reading standards. A smaller percent of students receiving special education (31 percent) and English Learners (19 percent) met the standards⁵³. Third grade reading proficiency is a predictor of graduation and these are the same populations who are less likely to graduate from high school within four years.



In 2023, Dakota County ranked third among the seven Twin Cities metro area counties for third grade reading scores⁵⁴.

The COVID-19 pandemic disrupted learning for students, who faced challenges with remote learning, including internet and technology access, reduced support services, and fewer interactions with teachers. At the same time, families were dealing with increased social, mental health, and financial stressors⁴⁸. Key informants reported that students have faced challenges with re-entry to the school environment following the pandemic. Chronic attendance and mental health issues have interfered with academic success.

⁵¹ Donoghue, EA, American Academy of Pediatrics Council on Early Childhood. Quality Early Education and Child Care From Birth to Kindergarten. *Pediatrics*, 2017; 140 (2): e20171488.

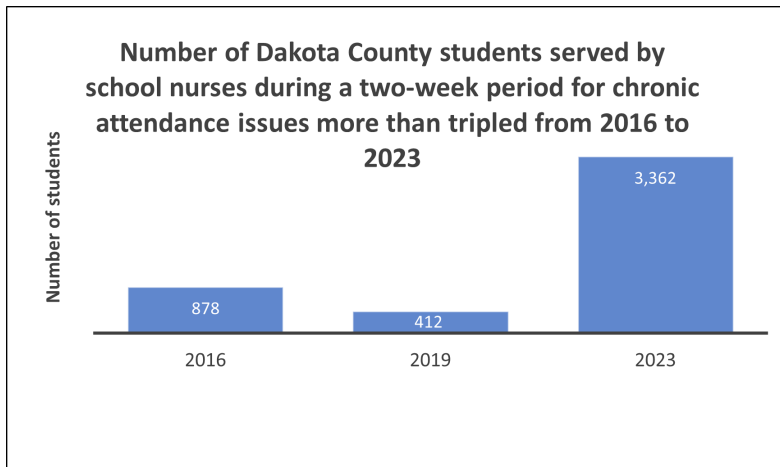
⁵² Early Warning Confirmed: A Research Update on Third-Grade Reading. The Annie E. Casey Foundation. www.aecf.org. Published 2013. Accessed February 5, 2024.

⁵³ All Academic Accountability Tests. Minnesota Department of Education. Data Center. www.education.state.mn.us. Accessed February 5, 2024.

⁵⁴ 3rd grade students achieving reading standards. Rank of Minnesota counties, 2023. Wilder Research. Minnesota Compass. www.mncompass.org. Accessed February 5, 2024.

Chronic absenteeism

School attendance is critical for students to succeed academically. Students who are not in school have less instruction time and less time to form connections with teachers and peers. Once they fall behind academically, it is very difficult to catch up, which increases the risk they will drop out of school. This can greatly impact their employment and economic success in the future. Chronic absenteeism is normally defined as a student missing at least 10 percent of the school days in a school year. Most chronic absences are excused, although they may be unexcused as well. They may occur due to health or mental health issues, transportation barriers, safety concerns, etc. There was a significant increase in student absences that started during the pandemic and has continued. This coincided with declining test scores during the same timeframe, as discussed above⁵⁵.



In 2019, the percent of students in Dakota County public schools achieving consistent attendance (i.e., in school 90% of the time) ranged from 73% to 93%. By 2022, the percent had dropped in every district to a range of 49% to 82%, with as much as a 24 percent decrease in some districts⁵⁶.

From 2016 to 2023, the number of Dakota County students served by school nurses during a two-week period for chronic attendance issues more than tripled from 878 to 3,362⁵⁷.

⁵⁵ "Chronic Absenteeism in U.S. Schools Rose During Pandemic – And Hasn't Recovered". The Annie E. Casey Foundation. September 20, 2023. www.aecf.org. Accessed February 5, 2024.

⁵⁶ North Star Files. Minnesota Department of Education. Data Center. www.education.state.mn.us. Accessed February 5, 2024.

⁵⁷ Dakota County Survey of School Nursing Services.

Transportation

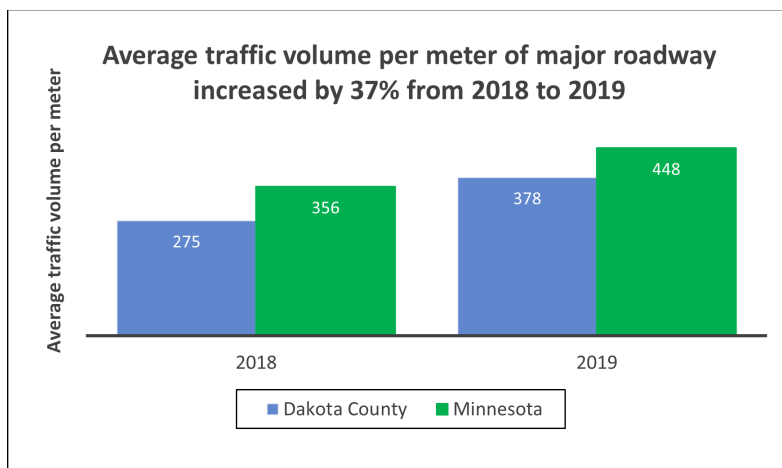
Traffic volume

Living near major roads with heavy motor vehicle traffic is associated with increased exposures to noise and air pollution. This can result in various health impacts for residents, including lung and heart disease and premature death. Vehicle traffic can pose a safety hazard in some neighborhoods, which may limit opportunities for walking and physical activity^{58,59}.

From 2018 to 2019, the average traffic volume per meter of major roadway in Dakota County increased from 275 to 378. This was an increase of 37 percent. Traffic volume also increased statewide during the same period, but not as fast (26 percent)⁶⁰.

Lower-income areas and communities of color tend to experience higher levels of traffic-related pollution, even though they generally drive less than people in White communities⁵⁹. One of the highest concentrations of people of color and people with low-income living in Dakota County is along 35E/35W, which is a high traffic volume area⁶¹.

Figure 8 - Average traffic volume per meter of major roadway in Dakota County



⁵⁸ Traffic Volume. County Health Rankings & Roadmaps. www.countyhealthrankings.org. Accessed February 5, 2024.

⁵⁹ Traffic in Minnesota. Minnesota Department of Health. Minnesota Public Health Data Access Portal. www.health.state.mn.us. Accessed February 5, 2024.

⁶⁰ County Health Rankings and Roadmaps. University of Wisconsin Population Health Institute. www.countyhealthrankings.org. Accessed February 5, 2024.

⁶¹ EJ Screen – EPA’s Environmental Justice Screening and Mapping Tool (Version 2.2). U.S. Environmental Protection Agency. <https://ejscreen.epa.gov>. Accessed February 5, 2024.

Access to Care

Uninsured Population

Lack of health insurance or health insurance that does not cover all necessary care makes it difficult for people to get necessary medical care. Uninsured people are more likely than those with insurance to delay seeking needed care, leading to lack of prevention and undiagnosed chronic diseases. People who lack health insurance often face medical bills they cannot afford if they do seek care. These bills can quickly turn into unmanageable debt. Protections that were put into place during the COVID-19 pandemic resulted in fewer people being uninsured; however, many people have started to lose coverage as the state has resumed Medical Assistance redeterminations⁶². Access to health care ranked number four for community concerns (26 percent of respondents).

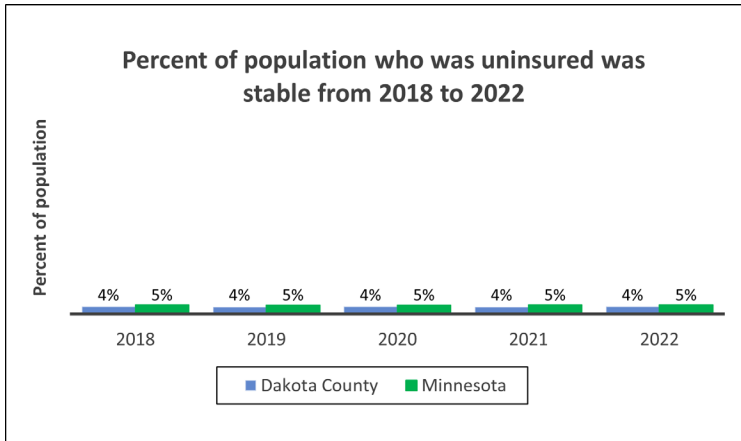


Figure 9 on this page shows that the number of people who had no insurance coverage remained stable in Dakota County and in Minnesota from 2018 to 2022. In 2022, Dakota County had an uninsured rate of four percent, which is slightly below the state (5 percent)⁶³. It is also below the Healthy People 2030 goal of eight percent⁶⁴. There may continue to be many people without adequate insurance coverage, due to the increase in high-deductible health plans.

Although most people have health insurance coverage, there are still significant disparities among population groups in the county. 15.5 percent of Hispanics and six percent of Blacks were uninsured, compared to two percent of non-Hispanic, Whites⁶³.

In 2023, 60 percent of Dakota County adults said they needed medical care during the past 12 months. Nineteen percent of those who needed medical care said they delayed or did not get the care they needed. One of the top reasons for not getting the necessary care was lack of insurance or too costly (37.5 percent of those who delayed or did not get care). Thirty-one percent of Dakota County adults said they needed mental health care during the past 12 months. Fifty-three percent of those who needed mental health care delayed or did not get the care they needed - half because they had no insurance, or it was too costly³⁴.

Key informants reported that it has become more difficult to qualify for Medical Assistance and the cost of insurance on MNSure is high. People don't know how to navigate the system for health insurance and there are currently long wait times for appointments with the county to get assistance.

⁶² Key Facts about the Uninsured Population. Henry J Kaiser Family Foundation. www.kff.org. Published December 18, 2023. Accessed February 5, 2024.

⁶³ Selected Economic Characteristics in the United States (ID: DP02). United States Census Bureau. 2018-2022 American Community Survey (ACS) 5-year estimates. American FactFinder. www.census.gov. Accessed February 5, 2024.

⁶⁴ Health Care Access and Quality. United States Department of Health and Human Services. Healthy People 2030. www.healthypeople.gov. Accessed February 4, 2024.

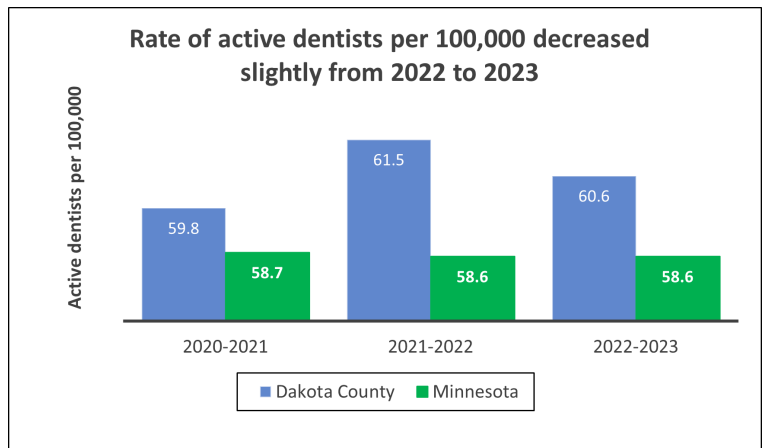
Dental Care Access

Good oral health is essential to overall health. A lack of oral health can lead to tooth decay and gum diseases, which in turn contribute to other diseases or conditions, such as heart and lung diseases, stroke, diabetes, premature birth, and low birth weight. Regular dental visits can help prevent tooth decay and identify dental and oral conditions early⁶⁵.

The dentist rate per 100,000 residents is an indicator of the supply of dentists relative to the population. It cannot be used to determine if there is an adequate supply of dentists, because it is dependent on geographic location, hours available, population needs, and population perception. Residents may travel to other counties for dental care.

In 2022-23, there were 268 licensed dentists, or 60.6 per 100,000 residents, in Dakota County. This is about in the middle of the range for the other Twin Cities metropolitan counties (from 43.7 to 77.1). Figure 10 on this page shows that the rate decreased slightly from 2022 to 2023⁶⁶.

Figure 10 - Active dentists per 100,000



Only 8 of 55 (17 percent) dental clinics in Dakota County are accepting new Medical Assistance or Prepaid Medical Assistance patients. Very few clinics see uninsured clients or clients on a sliding fee scale³⁰. This makes it difficult for people who are on Medical Assistance or uninsured to get dental care. Key informants reported that appointment wait times for dental clinics are also long. It is difficult for people who need an interpreter to get dental appointments. In 2020, only 26 percent of Medical Assistance enrollees accessed dental services for any reason, a decrease from 32 percent in 2016. Among children aged 1-20 who were eligible for Child & Teen Checkups, only 30 percent had a preventive dental service during the year⁶⁷.

In 2023, 83 percent of Dakota County adults 25 and older had visited a dentist or dental clinic within the past year, a slight increase from 81 percent in 2014³⁴. This is above the statewide rate of 72 percent in 2022⁶⁸. Eighty-seven percent of Dakota County adults had dental insurance in 2023, above the Healthy People 2030 goal of 75 percent. People with a bachelor's degree or higher were more likely to have visited a dentist or dental clinic (87 percent) than people with a high school education or less (66 percent). People living at 200 percent of poverty or greater were more likely to have visited a dentist or dental clinic (84 percent) than people living below 200 percent of the federal poverty level (65 percent)^{34,64}.

In 2022, 80 percent of Dakota County students saw a dentist for a check-up, exam, teeth cleaning, or other dental work, during the previous 12 months, a decrease from 85 percent in 2013. This rate was similar to the statewide rate. Eighty-five percent of White students, 67 percent of Hispanic/Latino/a students, and 70 percent of Black or African American students saw a dentist during the previous 12 months in 2022⁶⁹.

⁶⁵ Health Care. United States Department of Health and Human Services. Healthy People 2030. www.healthypeople.gov. Accessed February 5, 2024.

⁶⁶ Explore Workforce Data. Area Health Resources Files. Health Resources & Services Administration, data.hrsa.gov. Accessed February 5, 2024.

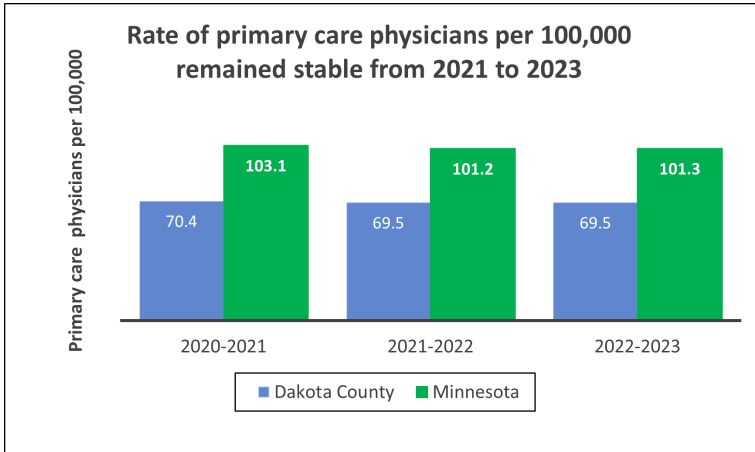
⁶⁷ Minnesota Public Health Data Access. Minnesota Department of Health. www.health.state.mn.us. Accessed February 6, 2024.

⁶⁸ Behavioral Risk Factor Surveillance System Prevalence and Trends Data. 2022. Centers for Disease Control and Prevention. www.cdc.gov. Accessed February 6, 2024.

⁶⁹ Minnesota Student Survey Reports 2013-2022. Minnesota Department of Education. www.education.state.mn.us. Accessed April 18, 2023.

Access to Health Care (availability)

Access to health services means that people receive health care services in a timely manner to achieve the best health outcomes. If people delay accessing care because they don't have a primary care provider or they live too far away from health care providers who offer services, it can result in missed preventive care and delayed treatment for chronic illnesses⁶⁴.



In 2022-23, there were 307 primary care physicians in Dakota County, a rate of 69.5 per 100,000. This was the third lowest rate per 100,000 in the Twin Cities metro region (ranging from 52.2 to 146.6). Figure 11 on this page shows that the rate has been stable since 2020-21⁶⁶.

In 2023, 60 percent of Dakota County adults said they need medical care during the past 12 months. Nineteen percent of those who needed medical care delayed or did not get needed care. Thirty-eight percent of those who delayed or did not get needed care did so because of provider or appointment availability³⁴.

Access to health care ranked number 4 (26% of respondents) in community concerns. Key informants reported that during the COVID-19 pandemic, people delayed preventive care, which has resulted in more serious health issues arising. Clinics are still trying to build staff capacity and wait times for appointments are longer. Other barriers to receiving care include not enough diverse, culturally competent providers; fewer providers with expertise for people with disabilities and older adults; no healthcare for the homeless in the county; and transportation.

Environment

Heat-Related Illness

Heat-related illness includes many health problems such as dehydration, heat stress, heat exhaustion, and heat stroke, which occurs when the core body temperature rises, making it difficult for the body to function. It results in emergency department visits, hospitalizations, and deaths. Older adults, children, and people with underlying chronic conditions are at greater risk for heat-related illness than others. Prolonged periods of hot weather cause more deaths than any other natural disaster and are projected to increase in the future as the climate gets warmer^{Error!}
^{Bookmark not defined.} People without adequate housing, particularly the unsheltered, are at higher risk for heat-related illness.

From 2017-2021, the rate of heat-related emergency department visits for Dakota County residents was 9.2 per 100,000, which was the lower than Minnesota and the second lowest rate in the Twin Cities metro region⁶⁷.

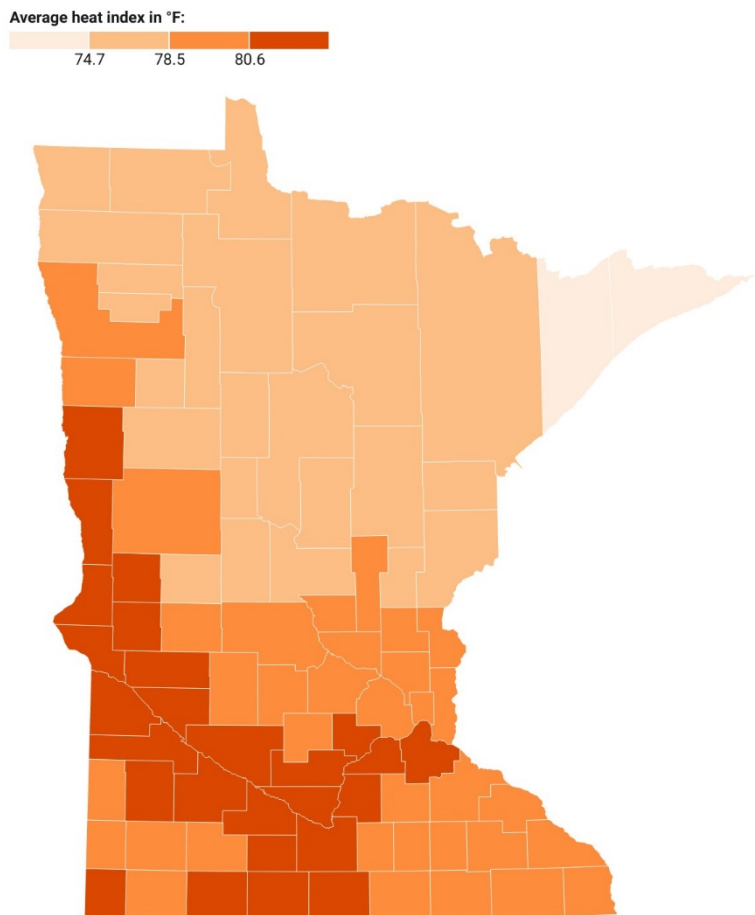
However, Figure 12 on this page shows that Dakota County has one of the highest average heat indexes in the state (81 degrees F., based on data from 2018-2021). The heat index is a measure of ambient temperature and humidity that estimates how the temperature outside “really feels”⁶⁷.

The annual number of extreme heat days from May to September increased in Dakota County from 7 in 2019 to 40 in 2022⁷⁰.

Figure 12 - Average summer heat index

Average summer heat index in Minnesota by county

Hover over counties for more information



Source temperature data: National Aeronautics and Space Administration, North American Land Data Assimilation System (NLDA), 2018-2021. Average max daily heat index.

Source: Minnesota Department of Health • Created with Datawrapper

⁷⁰ National Environmental Public Health Tracking Network, Centers for Disease Control and Prevention. <https://ephracking.cdc.gov>. Accessed February 6, 2024.

Mental Health

Inadequate Social or Emotional Support

People who have social connections and supportive relationships make healthier choices and are more likely to have better physical and mental health outcomes. They are also better able to cope with life's challenges. Social isolation increases the risk of dementia, heart disease, and stroke⁷¹.

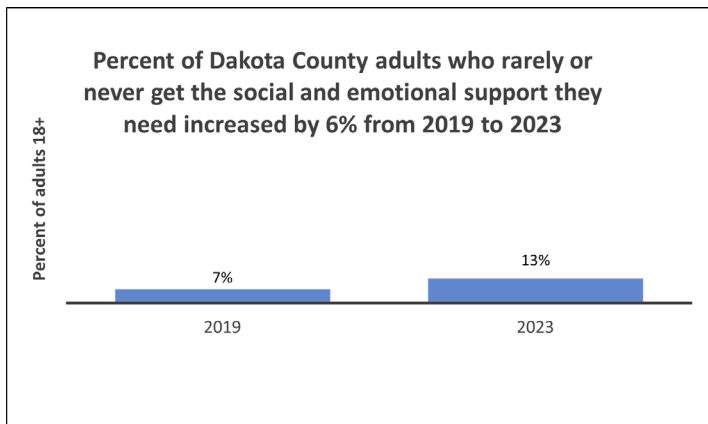


Figure 13 on this page shows that, in 2023, 13 percent of adults rarely or never got the social and emotional support they need. This was an increase from seven percent in 2019. More males (20 percent) than females (six percent) report rarely or never getting the social or emotional support they need. Fifteen percent of people 65 and older report rarely or never getting the social or emotional support they need. People who live below 200 percent of the federal poverty level are more likely (26 percent) to rarely or never get the social or emotional support they need than people who live at or above 200 percent of the poverty level (12 percent)³⁴.

Key informants reported that social isolation has led to increased mental health issues. Many people are still avoiding group activities since the COVID-19 pandemic,

especially older adults. Everyone is still trying to re-establish connections that were lost during the pandemic. Children and teenagers have developed a dependence on mobile devices and social media since the pandemic.

⁷¹ Emotional Well-Being. Centers for Disease Control and Prevention. www.cdc.gov. Accessed February 6, 2024.

Frequent Mental Distress – Adults

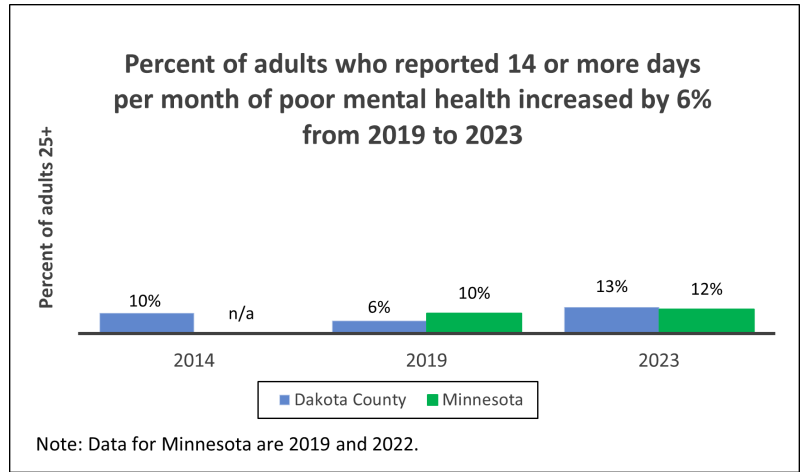
Frequent mental distress refers to experiencing 14 or more days per month of poor mental health. It is an indicator of those who are likely experiencing chronic and more severe mental health issues⁶⁰.

Figure 14 on this page shows that in 2023, 13 percent of adults (25 and older) reported 14 or more days per month of poor mental health, an increase of six percent from 2019. Statewide, the rate was 12 percent in 2022³⁴.

Females were more likely to experience 14 or more days per month of poor mental health than males (14 percent compared to 11 percent). Younger people were more likely to experience 14 or more days per month of poor mental health than older people (20 percent of people aged 18-34 compared to eight percent of people aged 55 and older). Experiencing frequent mental distress varied by educational attainment (24 percent of people with a high school education or less compared to eight percent of people with a bachelor’s degree or higher). Thirty-eight percent of people living below 200 percent of the federal poverty level reported 14 or more days per month of poor mental health, compared to 11 percent of people living at or above 200 percent of the poverty level³⁴.

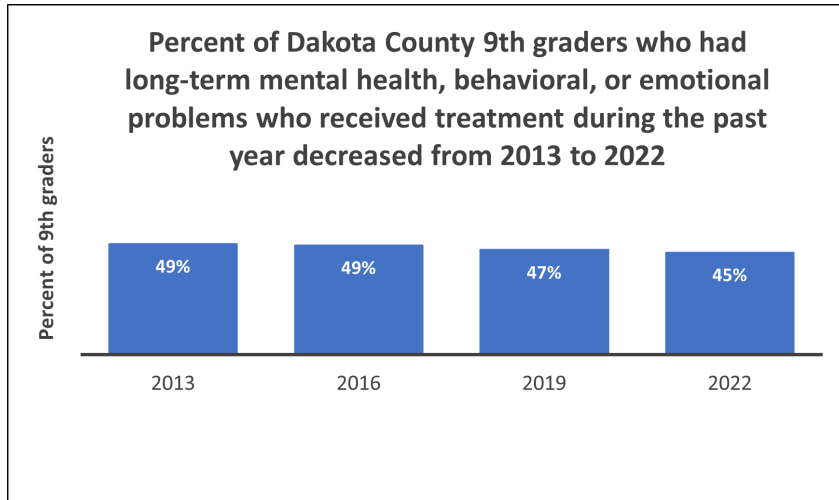
Mental health ranked number 2 (50 percent of respondents) in community concerns. Key informants reported that there have been increased mental health issues following the COVID-19 pandemic, including post-traumatic stress disorder, anxiety, and depression. People with serious mental health diagnoses may have difficulty maintaining income and housing which further exacerbates mental health concerns.

Figure 14 - Adults experiencing frequent mental distress



Access to Mental Health Care

Access to mental health care is highly variable. Many people have difficulty getting timely, appropriate, and affordable treatment and services, especially if they do not have health insurance. Minnesota ranks comparatively low in the U.S. for estimated psychiatrist need being met; number of people per mental health provider; and affordability of mental health services, even with health insurance coverage⁷².



In 2022-2023, there were 26 psychiatrists in Dakota County⁶⁶. In 2023, there were 591 licensed social workers, professional clinical counselors, professional counselors, and psychologists in the county, a rate of 13.6 per 10,000, which is about the middle of the range (10.9 to 26.8) for other counties in the Twin Cities metro area⁷³.

In 2023, 31 percent of Dakota County adults said they needed mental health care during the past 12 months. Fifty-three percent of those who needed mental health care delayed or did not get needed mental health care. Half of those who delayed or did not get

needed care did so because they did not know where to go or how to get help and 28 percent did so because they could not find a provider or appointment³⁴.

In 2022, 45 percent of Dakota County 9th graders who reported having long-term mental health, behavioral, or emotional problems received treatment during the past year. Figure 15 on this page shows that this was a decrease from 2013. Younger students with mental health conditions were less likely to have received treatment during the past year (42 percent of 8th graders, 45 percent of 9th graders, and 53.5 percent of 11th graders). Students of color with mental health conditions were less likely to have received treatment during the past year than White students (31 percent of Asian or Asian American students, 33 percent of Black or African American students, 32 percent of Hispanic or Latino/a students, 53 percent of White students, and 43.5 percent of multi-racial students)⁶⁹.

Mental health ranked number 2 (50% of respondents) for community concerns. One key informant interviewed said “The mental health system is completely overwhelmed.” There are not enough providers to meet the demand. The average wait time is four to six weeks for mental health services. Mental health providers are leaving the profession due to low reimbursement from third-party payers and converting to private pay, which most residents cannot afford. Many mental health providers do not accept Medical Assistance. Non-English-speaking residents and undocumented immigrants have a difficult time finding mental health services.

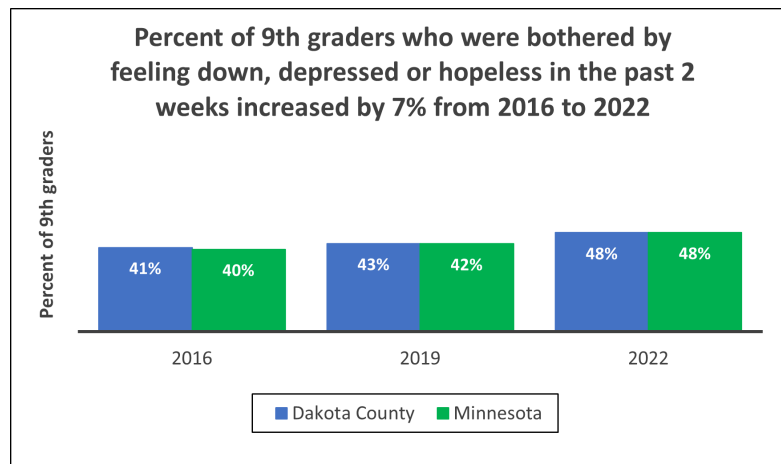
⁷² Davenport S, Darby B, Gray TJ, Spear C. Access Across America: State-by-state insights into the accessibility of care for mental health and substance use disorders. December 2023. www.inseparable.us. Accessed February 12, 2024.

⁷³ Health Care Workforce Data Portal. Minnesota Department of Health. August 24, 2023. Accessed February 12, 2024.

Depression – Youth

Depression can be difficult to diagnose in teens because it can be mistaken for normal teen “moodiness”. Adolescents don’t always understand or express feelings very well and depression can manifest as hostility or aggression. Untreated depression in teens can lead to risk-taking behaviors, such as drug and alcohol use or sexual behaviors. This risk-taking leads to new problems, such as difficulties in relationships and encounters with law enforcement, which can perpetuate the cycle of depression⁷⁴.

In 2022, nearly half (48 percent) of Dakota County 9th graders felt down, depressed, or hopeless in the past two weeks, the same as the state. Figure 16 on this page shows that the percent started to increase in 2019 but had a larger (five percent) increase from 2019 to 2022. A higher percent of females (62 percent) reported feelings of depression than males (36 percent). Older students were more likely to experience feelings of depression than younger students (46 percent of 8th graders, 48 percent of 9th graders, and 58 percent of 11th graders). There are disparities in experiencing depression by race and ethnicity (45 percent of Black or African American students, 47 percent of White students, 51 percent of Asian students, 59 percent of multi-racial students and 57 percent of Hispanic/Latino/a students). Students who identify as LGBTQ+ reported a higher rate of feelings of depression (78 percent) than students who identify as heterosexual. Students who identify as a gender minority reported a higher rate of feelings of depression (81 percent) than students who identify as cisgender (i.e., identify with the sex they were assigned at birth)⁶⁹.



Mental health ranked number two (50% of respondents) for community concerns. Key informants reported that re-entry to school after going back and forth between remote and in-person learning for three years has been difficult, resulting in more mental health concerns and anxiety. Students who had pre-existing mental health conditions were less successful in online learning. Youth with mental health concerns often self-medicate with substances. Chronic attendance issues, as discussed above, are another consequence of mental health concerns in adolescents.

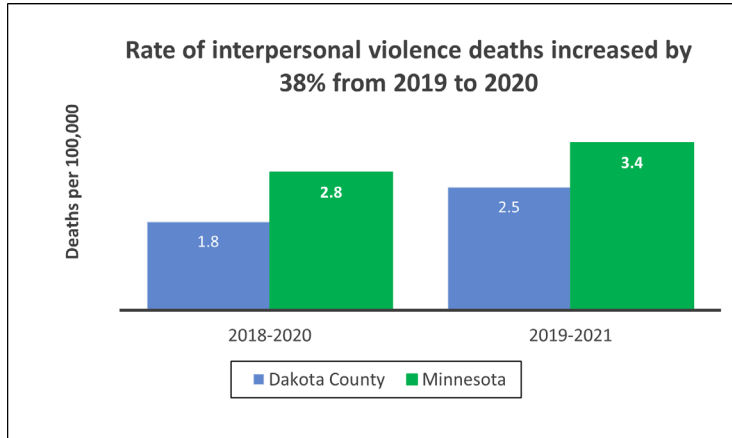
⁷⁴ Depression in Teens. Mental Health America. 2024. www.mhanational.org. Accessed February 12, 2024.

Injury and Violence

Interpersonal Violence Deaths

Interpersonal violence includes intimate partner violence, elder and child maltreatment, sexual assault, and violent crime. It affects individuals, families, and communities across generations. Being exposed to interpersonal violence increases the risk for emotional, behavioral, and physical problems over the course of an individual's lifetime⁷⁵.

Figure 17 - Interpersonal violence deaths



In 2020 and 2021, 26 Dakota County residents died due to interpersonal violence. Figure 17 on this page shows that the rate of interpersonal violence deaths increased from 1.8 per 100,000 to 2.5 per 100,000 from the period 2018-2020 to the period 2019-2021 (a 38 percent increase). Interpersonal violence deaths also increased in Minnesota during the same timeframe, but at a slower rate (21 percent)⁷⁶.

Seventy-seven percent of Dakota County residents who died due to interpersonal violence from 2020 to 2021 were males. One-third of deaths due to interpersonal

violence from 2019-2021 occurred in people aged 15-24. There are disparities by race and ethnicity. 48.5 percent of Dakota County residents who died due to interpersonal violence were Black or African American and 36 percent were White⁷⁶.

Key informants reported that due to more “edginess” and anger in society, including racial and political tension, the risk of violent crime has increased. An increase in mental health symptoms has also resulted in more aggression.

⁷⁵ Mercy JA, Hillis SD, Butchart A, Bellis MA, Ward CL, Fang X, Rosenberg ML. *Chapter 5 Interpersonal Violence: Global Impact and Paths to Prevention*. Injury Prevention and Environmental Health. 3rd edition. The International Bank for Reconstruction and Development/The World Bank. Published October 27, 2017. DOI: [10.1596/978-1-4648-0522-6_ch5](https://doi.org/10.1596/978-1-4648-0522-6_ch5)

⁷⁶ CDC WONDER. Centers for Disease Control and Prevention. <https://wonder.cdc.gov>. Accessed February 13, 2024.

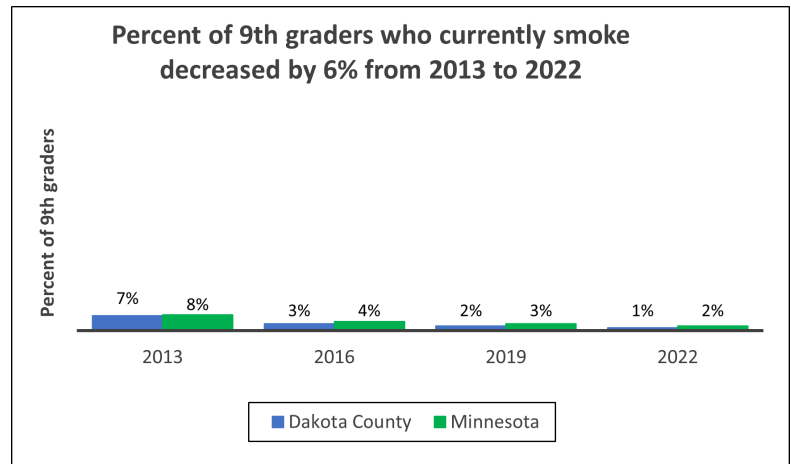
Substance Use

Tobacco Use/Vaping – Youth

Use of any form of tobacco product is unsafe for youth. Adolescence is the time when most tobacco use starts and becomes established. While cigarette smoking has decreased in youth, the use of e-cigarettes or vaping, has increased. E-cigarettes can contain nicotine and other harmful substances. Nicotine is very addictive and can harm adolescent brain development. Vaping makes youth more likely to smoke cigarettes in the future⁷⁷.

In 2022, only one percent of 9th graders were currently smoking, slightly below the state. This is a decrease from seven percent in 2013.

In 2022, seven percent of Dakota County students currently vaped or used an e-cigarette containing nicotine, slightly below the state (8.5 percent) and below the Healthy People 2030 target of 10.5 percent. Females were more likely to currently vape than males (nine percent compared to five percent). Eleventh graders had the highest rate of currently vaping (11 percent). There are disparities in current vaping by race and ethnicity (six percent of Black or African American students, three percent of Asian students, six percent of White students, 11 percent of multi-racial students, and 10 percent of Hispanic/Latino/a students). Students who identify as LGBTQ+ currently vape at a rate two times higher than students who identify as heterosexual (11.5 percent compared to six percent). Students who identify as a gender minority currently vape at a higher rate than students who identify as cisgender (i.e., identify as the sex assigned at birth) (11 percent compared to seven percent)^{69,78}.



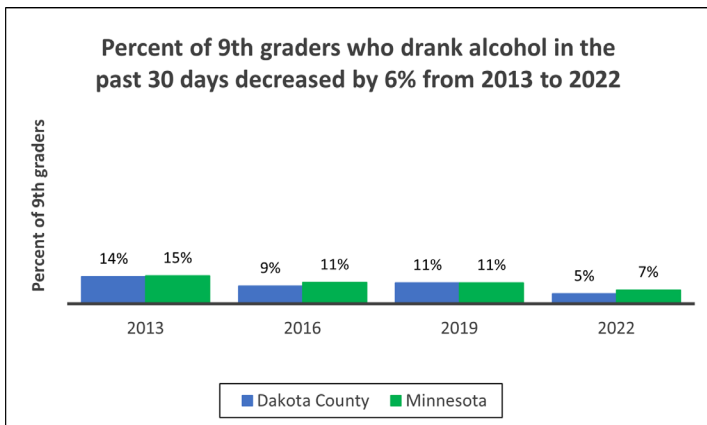
Tobacco use/vaping ranked number five (21 percent of respondents) for community concerns. Key informants reported that a lot of youth started vaping during the COVID-19 pandemic who wouldn't normally have been at risk. Vaping is starting in much younger students – as early as 5th grade.

⁷⁷ Smoking and Tobacco Use. Centers for Disease Control and Prevention. November 2, 2023. Accessed February 13, 2024.

⁷⁸ Tobacco Use. Healthy People 2030. www.healthypeople.gov. Accessed March 1, 2024.

Youth Substance Use

High-risk substance use, including misuse of prescription drugs, use of illicit drugs, and use of injection drugs, by youth can result in higher rates of physical and mental illnesses, decreased overall health and well-being, and risk of subsequent addiction⁷⁹.



In 2022, five percent of Dakota County 9th graders reported drinking at least one drink of alcohol in the past 30 days, slightly below the state (seven percent). Figure 19 on this page shows that the percent decreased from 14 percent in 2013 to five percent in 2022. Females were more likely to drink alcohol than males (10 percent compared to 6.5 percent). Eleventh graders had the highest rate of drinking alcohol during the past 30 days (17 percent). There are disparities in alcohol use during the past 30 days by race and ethnicity (four percent of Black or African American students, nine percent of White students, five percent of Asian students, 9.5 percent of multi-racial students, and eight percent of Hispanic/Latino/a students). Twelve percent of students who identify as LGBTQ+ drank alcohol during the past 30

days, compared to seven percent of students who identify as heterosexual. Students who identify as a gender minority drank alcohol within the past 30 days at higher rate than students who identify as cisgender (i.e., identify as the sex assigned at birth) (10 percent compared to eight percent)⁶⁹.

Only three percent of students reported binge drinking in 2022, slightly below the state (3.5 percent). Eleventh graders had the highest rate of binge drinking (eight percent)⁶⁹.

The percent of 9th grade students who used marijuana during the previous 30 days dropped from 11 percent in 2013 to six percent in 2022. 11th graders had the highest rate of using marijuana in the previous 30 days (12 percent). There are disparities by race and ethnicity (4.5 percent of Black or African American students, two percent of Asian students, six percent of White students, nine percent of multi-racial students, and seven percent of Hispanic/Latino/a students). Students who identify as LGBTQ+ used marijuana in the previous 30 days at double the rate of students who identify as heterosexual (10 percent compared to 4.5 percent). Students who identify as a gender minority used marijuana in the previous 30 days at a higher rate than students who identify as cisgender (i.e., identify as the sex assigned at birth) (10 percent compared to six percent)⁶⁹.

In 2022, four percent of students reported using any other illicit drug, besides marijuana, one or more times during the last year. Students who identify as LGBTQ+ used illicit drugs, besides marijuana, at a higher rate than those who identify as heterosexual (6.5 percent compared to three percent). Students who identify as a gender minority used illicit drugs, besides marijuana, at a higher rate than students who identify as cisgender (i.e., identify as the sex assigned at birth) (8.5 percent compared to three percent)⁶⁹.

Alcohol and other drugs ranked number three (42 percent of respondents) in community concerns. Key informants reported that youth have easier access to substances online. The legalization of marijuana has changed the norms and teens do not understand why they should not have it if it is legal. Youth are impacted by parental use of substances.

Binge Drinking – Adults

Binge drinking is defined as four or more drinks within two hours for a female and five or more drinks within two hours for a male. There are risks associated with drinking alcohol in any amount, but binge drinking increases the risk

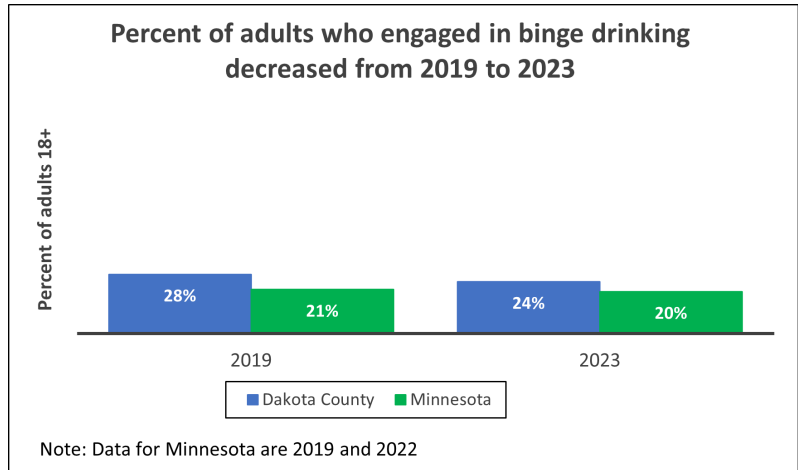
⁷⁹ High Risk Substance Use in Youth. Centers for Disease Control and Prevention. Adolescent and School Health. www.cdc.gov. September 29, 2022. Accessed February 14, 2024.

of acute harm, such as alcohol poisoning, and can also increase the likelihood of risky sexual behavior, falls, drownings, and car crashes⁸⁰.

In 2023, 24 percent of Dakota County adults reported engaging in binge drinking during the previous 30 days. Figure 20 on this page shows that the percent of Dakota County adults aged 25 and older who engaged in binge drinking decreased from 28 percent in 2019 to 24 percent in 2023³⁴. However, it is above the statewide 2022 rate of 20 percent⁶⁸.

Males were more likely to binge drink than females (26 percent, compared with 23 percent in 2023). The highest rates of binge drinking are in the younger age groups (aged 18-34 – 31.5 percent, aged 35-44 – 33 percent). People with a bachelor’s degree or higher have the highest rate of binge drinking (26 percent) and people with a high school education or less have the lowest rate (20 percent)³⁴.

Figure 20 - Dakota County adults engaging in binge drinking



Alcohol and other drugs ranked number three (42 percent of respondents) in community concerns. Alcohol is the number one substance of abuse. Substance use disorders started or were exacerbated by the pandemic.

⁸⁰ Understanding Binge Drinking. National Institute on Alcohol Abuse and Alcoholism. www.niaaa.nih.gov. Updated January 2024. Accessed February 20, 2024.

Alcohol Use Disorder Deaths

Excessive drinking is the leading cause of preventable death in the United States. Drinking too much over time results in health effects that can cause death, such as cancer, liver disease, and heart disease. Drinking too much in a short period of time results in deaths from motor vehicle crashes, poisoning, and suicide. Both acute and chronic effects of alcohol use can result in premature deaths, shortening lives by an average of 26 years⁸¹.

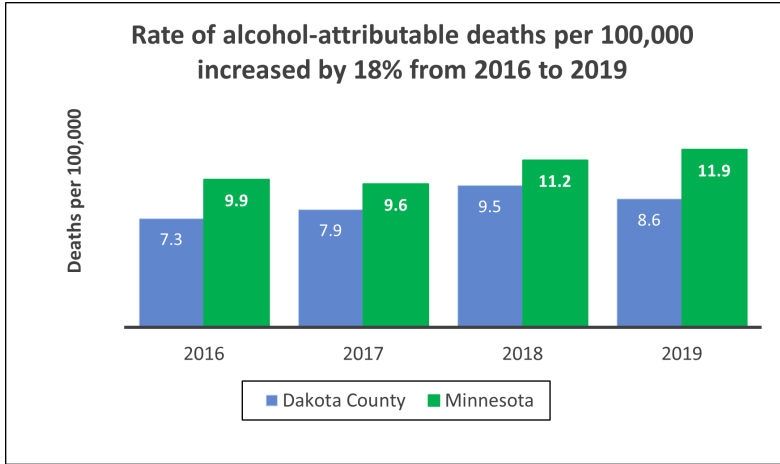


Figure 21 on this page shows that the rate of deaths per 100,000 from causes that are 100 percent attributable to excessive alcohol use increased by 18 percent from 2016 to 2019 but is below the state in 2019. In 2019, 78% of alcohol-attributable deaths were due to alcoholic liver disease^{76,82}.

Chronic liver disease and cirrhosis was the ninth leading cause of death in Dakota County residents in 2021. The rate of alcoholic liver disease increased by 30 percent from 2018 to 2021, with a large jump from 7.5 per 100,000 in 2019 to 12.7 per 100,000 in 2020⁷⁶. The rate in 2021 (11.3) is above the Healthy People 2030 goal of 10.9 per 100,000⁸³.

Alcohol and other drugs ranked number three (42 percent of respondents) in community concerns. Key informants reported that substance use disorders started or were exacerbated during the pandemic. Decreased access to mental health services has led to more chemical use and more severe chemical dependency issues due to “self-medicating”.

⁸¹ Deaths from Excessive Alcohol Use in the United States. Alcohol and Public Health. Centers for Disease Control and Prevention. July 6, 2022. Accessed February 20, 2024.

⁸² Minnesota Injury Data Access System (MIDAS). Minnesota Department of Health. www.health.state.mn.us. Accessed December 10, 2023.

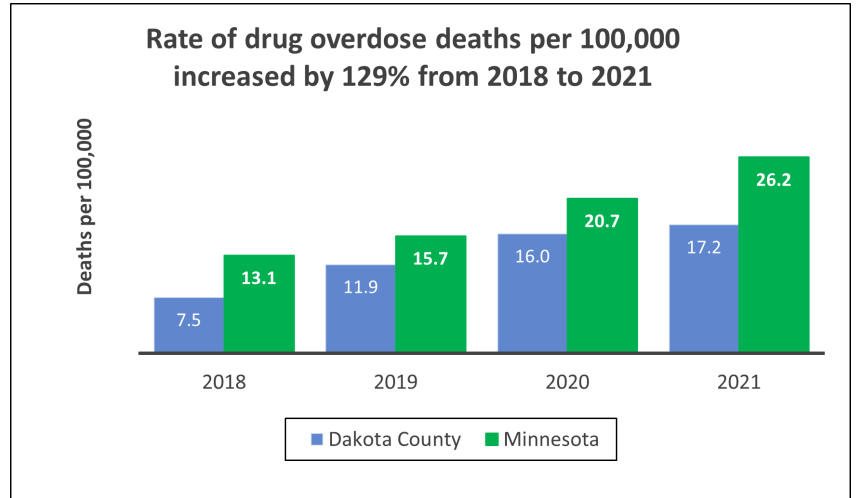
⁸³ Drug and Alcohol Use. Healthy People 2030. www.healthypeople.gov. Accessed March 1, 2024.

Drug Overdose Deaths

Overdose deaths are a leading cause of injury-related death in the country. Most overdose deaths involve opioids. In recent years, there has been an increase in deaths involving synthetic opioids, such as fentanyl, and psychostimulants, such as methamphetamine⁸⁴.

Figure 22 on this page shows that the rate of overdose deaths from all drugs per 100,000 increased by 129 percent from 2018 to 2021. The statewide rate increased by 100 percent during the same period⁷⁶. Dakota County's rate is below the state for all years and below the Healthy People 2030 goal of 20.7 per 100,000 for 2021. Sixty-five percent of overdose deaths in 2021 were due to opioids of any type and 27.5 were due to psychostimulants, including methamphetamine^{76, 83, 85}.

Males are two times more likely to die from drug overdoses than females⁷⁶. Fifty-three percent of drug overdose deaths in 2021 occurred in people aged 25-44. Fourteen percent occurred in people aged 15-24⁷⁶.



Alcohol and other drugs ranked number three (42 percent of respondents) in community concerns. One key informant said, "I have seen more deaths in the past two years than my entire career...almost all of them related to...medical issues related to chemical use."

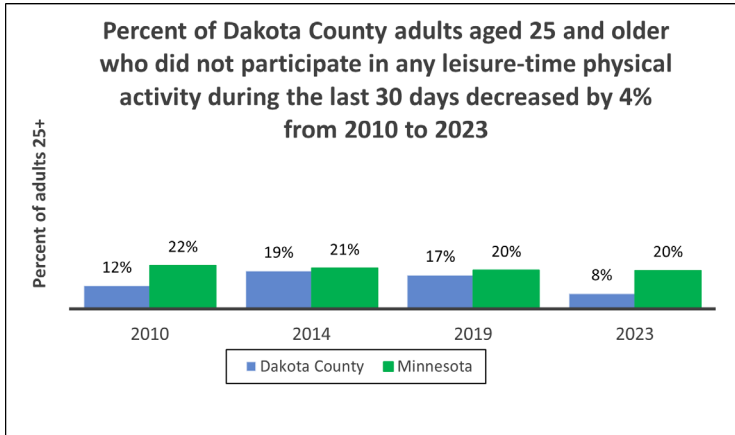
⁸⁴ Understanding Drug Overdoses and Deaths. Drug Overdose. Centers for Disease Control and Prevention. www.cdc.gov. Accessed February 20, 2024.

⁸⁵ Dakota County Substance Use and Overdose Profile. Minnesota Department of Health. May 23, 2023. Accessed December 10, 2023.

Health Behaviors

Physical Inactivity

Lack of physical activity is a risk factor for overweight and obesity, heart disease, type 2 diabetes, anxiety, depression, cancer, and dementia. Physical activity also improves the quality of sleep and improves bone and musculoskeletal health⁸⁶. National guidelines recommend that children engage in at least 60 minutes of moderate-to-vigorous physical activity each day, including muscle strengthening and bone strengthening activity at least three days per week. For maximum health benefits, adults need at least 150 minutes of moderate-intensity aerobic activity plus muscle-strengthening activities on two or more days a week⁸⁷.



In 2023, eight percent of Dakota County adults aged 25 and older reported they did not engage in any leisure-time physical activity during the last 30 days. Figure 23 on this page shows this was a decrease from 12 percent in 2010 and was below the statewide rate of 21 percent^{34,68}. It was also below the Healthy People 2030 goal of 22 percent⁸⁸.

The rate of participation in leisure-time physical activity does not differ by gender. The rate of not participating in leisure-time physical activity increases with age (one percent of people aged 18-34 compared to 19 percent of people aged 75 and older in 2023). The lowest prevalence of not participating in leisure-time physical activity is in people with a high school education or less (30 percent)

and people living below 200 percent of the federal poverty level (28 percent). Four percent of people with a bachelor's degree or higher and six percent of people living at or above 200 percent of the poverty level did not engage in leisure-time physical activity during the last 30 days³⁴.

Key informants reported that people got out of the habit of going to exercise facilities during the pandemic and pre-pandemic physical activity levels have not yet returned, particularly in older adults.

⁸⁶ Physical Inactivity. National Center for Chronic Disease Prevention and Health Promotion. Centers for Disease Control and Prevention. www.cdc.gov. September 8, 2022. Accessed February 20, 2024.

⁸⁷ Physical Activity Guidelines for Americans, 2nd edition. U.S. Department of Health and Human Services. www.health.gov. Published 2018. Accessed January 30, 2024.

⁸⁸ Physical Activity. Healthy People 2030. www.healthypeople.gov. Accessed March 1, 2024.

Appendix A: Community Themes



Table 2 below shows the top concerns of respondents to the Health Matters Survey by percent of all respondents who selected that concern.

Table 2. Top concerns identified in the Health Matters Survey

Rank	Concern	Percent	2018 Rank
1	Food, housing, and income	51%	3
2	Mental health	50%	1
3	Alcohol and other drugs	42%	2 (tie)
4	Access to health care	26%	7
5	Tobacco use/vaping	21%	2 (tie)
6	Violence	18%	8
7	Physical activity	17%	4
8	Health of mothers and children	17%	10
9	Environment	16%	6
10	Nutrition	16%	5

Since the 2018 community health assessment, “food, housing, and income”, “access to health care”, “violence” and “health of mothers and children” increased in concern. “Physical activity”, “environment”, and “nutrition” dropped in concern from 2018. Community residents were asked “How have the effects of the COVID pandemic continued to impact you, your family, and your community?”

Below is the list of themes mentioned more than once, ordered by frequency of mention:

- Longer wait times for doctor appointments/urgent care
- Delayed preventive care
- Increased cost of health care/medication
- More aware of health issues
- Business closures/reduced hours due to short staffing
- Supply chain issues
- Decreased community engagement
- Decrease in services for disabled
- Increased mental health concerns
- Job loss/insecurity
- Increased cost of living
- Children have fallen behind in school
- Increased work from home/decreased commuting
- More disparities due to race, gender, socioeconomic status
- Long COVID symptoms
- Grief/loss of family members
- Rising food prices causing more food insecurity
- Higher housing costs
- Long waiting lists for Section 8 housing
- More financial instability
- Still cautious about in-person gatherings
- Fear of “germs”/new outbreaks
- Post-traumatic stress
- Less physical activity
- Political division
- Lots of misinformation
- Youth more attached to devices

Appendix B: Forces of Change



Dakota County Public Health belongs to a regional partnership of hospitals, health plans and local public health departments that completed a joint Forces of Change Assessment in 2017. This assessment was adopted in 2018 and updated by the Healthy Dakota Initiative Steering Committee in 2023 to reflect the current local environment. The original assessment used a “wave” process that identified threats and opportunities that are disappearing, established, emerging or on the horizon.

The Wave –incoming and outgoing trends, ideas, practices and processes, and systems in community health

Note: At any point in history, in any given field, we are adjusting and shedding paradigms and approaches in response to changing demands. Participants brainstormed responses below, across a variety of “positives” and “negatives,” obstacles and opportunities in each of the four categories. The reader is encouraged to read these responses with that in mind.

Dakota County Healthy Dakota Initiative update, 6/13/2023

Further Future (“on the horizon”)

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| <ul style="list-style-type: none"> • Out of school time – community schools model • Community schools • Strategies to address social media • Privilege • Linking clinical care with community health • Long-term view of health • We drive social media • Support cultural healers • Community at center (established financial support) • New partners (business, parks, other) • Informed-based practices • Funding shifts | <ul style="list-style-type: none"> • Mental health system transformation • Radical reform of criminal justice • Health defined with communities • Triage and referral (Department of Human Services) • Environmental impacts on health • Radical change in technology and climate change will drive how we look at community • Give people more resources (minimum wage, paid leave, guaranteed basic income, reparations) • Incorporate lay people into the medical model • Community health is an ethical obligation and should be a non-profit system • Cultural outreach corp. | <ul style="list-style-type: none"> • Mental Health ↔ Housing • Mental well-being • True bridge out of poverty • Frame public health issues/science in compelling way • Big data and analytics • Universal healthcare • 65% of our children’s job not invented • Digital bio monitoring and telemedicine • Gutsier initiatives (social activism, language, partnerships, tech) • Food access and built environment incorporated into design of cities |
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Near Future (“emerging”)

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| <ul style="list-style-type: none"> • Restructure investment and funding for community-driven work • Public health is cross sector (housing, transportation, mental health, job, employment) • Solve problems with, not for the community • Nothing about you, without you • Collaboration beyond boundaries • Youth aren’t as healthy as we assume • Health equity as a practice • Concerns about privacy /data security • Opportunities for local policies to make a local difference | <ul style="list-style-type: none"> • Understanding of issues related to caregiving • Independent (“aging in place”) and healthy living initiatives • Health in all policies • Behavioral economics approach (make the effort appealing & easy) • Anchor institutions • Data collection new ways (participatory, use of technology) • Loss of “third spaces” in communities/social media taking its place • Community members as experts/sharing power with community | <ul style="list-style-type: none"> • Uses of artificial intelligence • Interdisciplinary research (U of M) and community-based research • Participatory decision-making • Relationships whole person systems – Orgs collaborative(s) • Importance of intersectionality as a determinant of health • Public Health 3.0 • Language – how we talk about health and individuals • Climate change reality • Despair attached to climate change |
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<ul style="list-style-type: none"> • Working across silos • Multi-generational interventions • Spectrum thinking – illness/wellbeing 	<ul style="list-style-type: none"> • Use of technology to improve connection to resources for social determinants of health • Safe Routes to Schools as part of the school district planning process • Revenue sharing with community-based organizations to care for populations • Understanding of historical trauma 	<ul style="list-style-type: none"> • Post-pandemic mental health challenges require different responses • Immigrant populations (ex. Ukraine) that are new to the community
Present (“established”)		
<ul style="list-style-type: none"> • Funding • Siloed approach • Data is a tool • Restrictions on data sharing • Navigating complex systems • Land of 100 ideas – make old new again • AHA – AMA – APHA (American Hospital Association, American Medical Association, American Public Health Association) • Health/public health “lingo” (“not well understood”)/Assumptions that others understand our “language” • A divided nation • Family home visiting • Short-term focus for long-term impact • Prevention focused on kids • Social justice • New media questioning reliability – how do you know what is reliable or accurate?/using Google to find information • Identity and gender fluidity • Predatory financial practices • Definition of family is different for everyone • Recognition of racism/trauma (historical, structural, personal bias, ACEs) • Those outside of traditional health community seeing their role in solving health issues • Social Determinants of Health (SDOH) • Domestic violence is a health concern (addressing healthy masculinity) • Substance use is a health problem – new risks: opioids, synthetics, over-the-counter drugs • Welcoming youth in community decisions 	<ul style="list-style-type: none"> • Community engagement on government time • Technology • EHRS (Electronic Health Record System) • Social media • Regulations driving practice • Entrenched health disparities • Evidence-based practices work • Local foundation support • Community activism and volunteerism – including more demonstrations/protests • Reactionary funding (high) – prevention funding (low) • Structural discrimination → disparities • Wholesome collaboration • Public Health Accreditation (meeting set benchmarks) • Multi-generational households becoming more common – ex. adult children moving back with parents, grandparents moving in • Distrust in government, systems, medical and public health professionals • Public schools now serving free meals for all students • Loss of free/reduced-price lunch data as a proxy for poverty • Gun violence in schools, communities • Income inequality • Health equity • E-health and informatics • Inflation/increased costs 	<ul style="list-style-type: none"> • Aging of Baby Boom generation • Emerging diseases • Health effects of e-cigarettes (vaping, juuling) are recognized • Settlement dollars as a funding source – opioids, vaping • Community-based infrastructure developed during the pandemic that can be utilized for future events • Natural spaces • Collaborative partnerships and projects • Organization culture of one-way “official” communication • Data sources are not connected • No shared values on health “health is not a right” type thinking • Lots of people are still uninsured, especially people of color • High cost of childcare • Increased number of high-deductible insurance plans, people can’t afford care • Lack of feeling safe • More virtual work settings and less connectedness in work settings • Recognition of the importance of prevention by insurance plans (ex. offering YMCA membership discounts) • Legalization of marijuana • People are seeking more connections to nature • Telehealth options are available • New and better family leave options • Online ordering options are more available – DoorDash, Instacart, tc. • Social media is curated, so we only get certain narratives/misinformation and disinformation

Past (“disappearing”)

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| <ul style="list-style-type: none"> • Institutional knowledge • Retirements • Homelessness isn’t a health concern • Phone calls and voicemail • Chemical dependency isn’t a health concern • Red-lining in land use/ banking • Health is only physical with clinical interventions • Old survey techniques • Non-fat/low-fat – not necessarily considered healthy anymore • Top-bottom approach • Legal entities providing services without stakeholder/comm. Input • | <ul style="list-style-type: none"> • Education-only approaches for complex issues (e.g., just tell what to eat) • “Clients” rather than participants • Funders funding creativity and flexibility -funding becoming prescriptive (less opportunity to innovate) • Obesity just as issue of calories and exercise • One size fits all approach • “Compliance” we know better than participants • Doing “to” rather than “with” • An unwillingness to disaggregate data by race and ethnicity. • Governmental public health clinics/direct services • “Large sized” funding sources for programs • Static desktop technology | <ul style="list-style-type: none"> • State and federal funding • Single sector (non-collaborative) approaches • Prevention through medical model lens • Addressing specific conditions/diseases in isolation (as different as holistic) • Silos breaking • Old forms of public input (public hearings) • “Abstinence only” education • Provider /Medical Doctor knows all • Privacy • Traditional nuclear family as the only option • Strong intergenerational connections |
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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-3947

Agenda #: 8.1

Meeting Date: 11/19/2024

Adjournment