



Dakota County

Community Services Committee of the Whole

Agenda

Tuesday, August 16, 2022

9:00 AM

Conference Room L139 Western Service
Center, Apple Valley

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 June 14, 2022

4.2 *Community Corrections* - Acceptance Of Gift To Community Corrections From Anderson Family And Authorization To Amend 2022 Community Corrections Adopted Budget

4.3 *Community Corrections* - Authorization To Execute Contract With General Security Services Corporation For Juvenile Transportation Services

4.4 *Employment and Economic Assistance* - Authorization To Execute Subrecipient Agreement With Minnesota State Dakota County Technical College For Workforce Mobility Program

- 4.5 *Social Services* - Ratification Of Minnesota Department Of Human Services Adult Mental Health Initiative And Community Support Program Grant Application, And Authorization To Accept Grant Funds And Execute Grant Agreement

5. Regular Agenda

- 5.1 *Public Health* - Dakota County Opioid Settlement Response Update
- 5.2 *Social Services* - Update On Impacts Of Service Provider Capacity Issues In Disability Services And Recommended Next Steps

6. Community Services Directors Report

7. Adjournment

- 7.1 Adjournment

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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1260

Agenda #: 3.1

Meeting Date: 8/16/2022

Approval Of Agenda (Additions/Corrections/Deletions)



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1261

Agenda #: 4.1

Meeting Date: 8/16/2022

Approval Of Minutes Of Meeting Held On July 12, 2022



Dakota County

Community Services Committee of the Whole

Minutes

Tuesday, July 12, 2022

9:00 AM

**Conference Room L139 Western
Service Center, Apple Valley**

1. Call To Order And Roll Call

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

The meeting was called to order at 9:00 a.m. by the Chair, Commissioner Laurie Halverson.

The audio of this meeting is available upon request.

Present: Commissioner Slavik, Commissioner Gaylord, Chairperson Halverson, Commissioner Atkins, Commissioner Workman, Commissioner Holberg and Commissioner Hamann-Roland

2. Audience

Commissioner Laurie Halverson asked if there was anyone in the audience that wished to address the Committee. No one came forward and no one submitted comments to CountyAdmin@co.dakota.mn.us.

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

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Kathleen A. Gaylord

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Gaylord, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 7

4. Consent Agenda

Motion: Joe Atkins

Second: Mary Hamann-Roland

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

4.1 Approval Of Minutes Of Meeting Held On June 14, 2022

Motion: Joe Atkins

Second: Mary Hamann-Roland

4.2 Authorization To Execute Contract With Life Development Resources To Develop And Implement A Multicultural Intensive Outpatient Chemical Dependency Program For Juvenile Drug Court

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, on October 1, 2021, the Office of Juvenile Justice and Delinquency Prevention Programs granted Dakota County Community Corrections a grant in the amount of \$750,000 over four years to develop and implement a multicultural juvenile drug treatment program; and

WHEREAS, by Resolution No. 21-586 (December 14, 2021), the Dakota County Board of Commissioners ratified the grant application, and authorized the Community Services Director to accept the funds and execute the grant agreement with the Office of Justice Programs in the amount of \$750,000 for the period of October 1, 2021 through September 30, 2025; and

WHEREAS, Dakota County Community Corrections is seeking authorization to enter into a contract with Life Development Resources to consult, develop, hire staff and provide clinical oversight of treatment in a not to exceed amount of \$536,000 for the period of August 1, 2022 through September 30, 2025; and

WHEREAS, through creation and implementation of the multicultural intensive outpatient chemical dependency program, a focus will be placed on the development and recruitment of black, indigenous, and people of color (BIPOC) chemical and mental health providers facilitating treatment in 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 Life Development Resources to develop and implement a multicultural intensive outpatient chemical health treatment program, in a not to exceed contract amount of \$536,000 for the period of August 1, 2022 through September 30, 2022; and

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

BE IT FURTHER RESOLVED, That the 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.

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

4.3 Authorization To Execute Grant Agreement For State Dislocated Worker And Related Contracts

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the Workforce Innovation and Opportunity Act requires Workforce Development Areas (WDA), including Dakota-Scott Workforce Services, to offer employment and training services to program eligible residents of Dakota and Scott Counties; and

WHEREAS, by Resolution No. 18-049 (January 23, 2018), the Dakota County Board of Commissioners authorized the execution of a restated and amended joint powers agreement (JPA) between Dakota County and Scott County for delivery of employment services; and

WHEREAS, a Request for Proposal was issued on January 17, 2019, for adult and dislocated worker services and a committee comprised of Dakota-Scott Workforce Development Board (WDB) members and County staff reviewed the one proposal received, a joint proposal from DEED Job Service and HIRED, and recommended continuing to contract with DEED Job Service and HIRED, the current providers; and

WHEREAS, by Resolution 21-416 (August 24, 2021), the Dakota County Board of Commissioners authorized the execution of a grant agreement with the Minnesota Department of Employment and Economic Development (DEED) for employment and training programs in the Dakota-Scott WDA for the State Dislocated Worker (DW) Program in the amount of \$967,813, and execution of contracts with DEED Job Service and HIRED for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the funding for the State DW Program Services for the period of July 1, 2022 through June 30, 2023, is \$1,025,673; and

WHEREAS, on June 17, 2022, the WDB approved execution of the grant agreement with DEED and execution of contracts with DEED Job Service and HIRED at the rates outlined in the Resolution for the period of July 1, 2022 through June 30, 2023; and

WHEREAS, staff recommends authorization to execute a grant agreement with DEED for employment and training programs in the amount of the grant awarded and execute contracts with DEED Job Service and HIRED at the rates outlined in the Resolution for the period of July 1, 2022 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement with the Minnesota Department of Employment and

Economic Development for the employment and training programs in the Dakota-Scott Workforce Service Area for the State Dislocated Worker Program in the amount of the grant awarded for the period of July 1, 2022 through June 30, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to execute contracts with DEED Job Services and HIRED to provide employment and training services for the State Dislocated Worker program participants at the following anticipated contract rates for the period of July 1, 2022 through June 30, 2023, subject to the approval by the County Attorney's Office as to form:

HIRED

\$1,000 per participant in the State Dislocated Worker Program for 100 participants. \$500 will be paid in monthly installments (\$4,167 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).

DEED Job Service

\$1,000 per participant in the State Dislocated Worker Program for 100 participants. \$500 will be paid in monthly installments (\$4,167 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).

; and

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

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds, and continue grant-funded full-time equivalent(s) (if relevant), consistent with County contracting policies, and inclusion of grant funds in the future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That these contracts shall contain a provision that allows the County to immediately terminate the contracts in the event that 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 7/19/2022.

4.4 Authorization To Execute Grant Agreement For Workforce Innovation And Opportunity Act Adult Services And Dislocated Worker Services And Execute Related Contracts

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Area (WDA), including Dakota-Scott Workforce Services, to offer employment and training services to program eligible residents of Dakota and Scott Counties; and

WHEREAS, by Resolution No. 18-049 (January 23, 2018), the Dakota County Board of Commissioners authorized the execution of a restated and amended joint powers agreement between Dakota County and Scott County for delivery of employment services; and

WHEREAS, a Request for Proposal was issued on January 17, 2019, for adult and dislocated worker services, and a committee comprised of Dakota-Scott Workforce Development Board (WDB) members and County staff reviewed the one proposal submitted and recommended continuing to contract with DEED Job Service and HIRED, the current providers; and

WHEREAS, by Resolution No. 21-306 (June 22, 2021), the Dakota County Board of Commissioners authorized the execution of the grant agreement with DEED for employment and training programs in the Dakota-Scott WDA for the WIOA Adult and WIOA Dislocated Worker programs in the amount of \$518,187 and \$696,744 respectively, and execution of contracts with DEED Job Services and HIRED for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the funding for WIOA Adult and WIOA Dislocated Worker services for the period of July 1, 2022 through June 30, 2023, is based on an allocation formula used by the Minnesota Department of Employment and Economic Development (DEED); and

WHEREAS, this year's allocations are \$546,848 for WIOA Adult (an increase of 5.53% from 2021 funding) and \$589,690 (a decrease of 15.36% from 2021 funding) for WIOA Dislocated Worker; and

WHEREAS, on June 17, 2022, the WDB approved execution of the grant agreement with DEED, and execution of contracts with DEED Job Service and HIRED at the rates outlined in the Resolution for the period of July 1, 2022 through June 30, 2023.

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

Commissioners hereby authorizes the Community Services Director to execute a grant agreement with the Minnesota Department of Employment and Economic Development for employment and training programs in the Dakota-Scott Workforce Development Area for Workforce Innovation and Opportunity Act Adult and for Workforce Innovation and Opportunity Act Dislocated Worker services in the amount of the grant awarded for the period of July 1, 2022 through June 30, 2023, 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 contracts with HIRED and DEED Job Service at the following rates for the period of July 1, 2022 through June 30, 2023, subject to approval by the County Attorney's Office as to form:

HIRED:

- \$1,000 per participant in the Workforce Innovation and Opportunity Act Dislocated Worker program for up to 60 participants. \$500 will be paid in monthly installments (\$2,500 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).
- \$1,000 per participant in Workforce Innovation and Opportunity Act Adult for up to 55 participants; \$500 will be paid in monthly installments (\$2,292 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).

DEED Job Service

- \$1,000 per participant in the Workforce Innovation and Opportunity Act Dislocated Worker program for up to 60 participants. \$500 will be paid in monthly installments (\$2,500 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).
- \$1,000 per participant in Workforce Innovation and Opportunity Act Adult for up to 55 participants; \$500 will be paid in monthly installments (\$2,292 per month). The additional \$500 will be paid at enrollment. \$6,000 for universal customer services, amount to be paid in monthly installments (\$500 per month).

; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds, and continue grant-funded full-time equivalent(s) (if relevant), consistent with County contracting policies, and inclusion of grant funds in the 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 Community Services Director is hereby authorized to amend said contracts consistent with the approved work plans and within the amount budgeted, to alter the number of clients served, types of services provided, reporting requirements, unit rates, and contract term consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That these contracts shall contain a provision that allows the County to immediately terminate the contracts in the event that 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 7/19/2022.

4.5 Ratification Of Unified Local Youth Plan Submission For Workforce Innovation And Opportunity Act Youth Program 2022 And Authorization To Accept Funds, Execute Grant Agreement And Execute Related Contract

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, the federal Workforce Innovation and Opportunity Act (WIOA) requires local service areas to provide services to low-income, at-risk youth in order to promote educational and employment success; and

WHEREAS, the Minnesota Department of Employment and Economic Development (DEED) fulfills this requirement through grants to local Workforce Development Boards for the WIOA Youth Program; and

WHEREAS, the WIOA Youth Program grant is allocated between Dakota and Scott Counties based on the DEED formula and anticipated needs; and

WHEREAS, a Request for Proposal (RFP) is issued for WIOA Youth Program services every five years, the last being on November 30, 2020; and

WHEREAS, a committee recommended the current provider under contract with Dakota County, HIRED, to continue to provide services; and

WHEREAS, by Resolution No. 21-255 (May 18, 2021), the Dakota County Board of Commissioners authorized execution of a contract with HIRED to provide WIOA Youth Program services for the period of April 1, 2021 through March 31, 2022; and

WHEREAS, Dakota-Scott Workforce Services submitted the 2022 Unified Local Youth Plan to DEED for WIOA Youth Program Year (PY) 2022 funds for the

period of April 1, 2022 through March 31, 2023; and

WHEREAS, official notification of WIOA Youth PY 2022 funding in the amount of \$527,324 for Dakota and Scott Counties was received on May 13, 2022; and

WHEREAS, of the allocated amount, Dakota County's funding is \$421,859 and Scott County's funding is \$105,465; and

WHEREAS, ten percent of the amount allocated will be retained for administrative expenses; and

WHEREAS, staff recommends the Dakota County Board of Commissioners ratify the submission of the Unified Local Youth Plan to DEED for the WIOA Youth Program 2022 funds, and, if approved, authorize the Community Services Director to accept WIOA Youth Program funds, execute the grant agreement with DEED, and execute the related contract with HIRED to provide WIOA Youth Program services in the amount of the grant awarded, less ten percent for administrative expenses, and less the amount allocated to Scott County for the period of April 1, 2022 through March 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the submission of the Unified Local Youth Plan to the Minnesota Department of Employment and Economic Development for the Workforce Innovation and Opportunity Act (WIOA) Youth Program 2022 funds; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the WIOA Youth Program funds if the Unified Local Youth Plan is approved by the Minnesota Department of Employment and Economic Development, and execute the WIOA Youth Program grant agreement with the Minnesota Department of Employment and Economic Development in the amount of the grant awarded, 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 execute a contract with HIRED to provide WIOA Youth Program services in an amount not to exceed the grant award, less ten percent for administrative expenses, and the amount allocated to Scott County, for the period of April 1, 2022 through March 31, 2023, 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 Division Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds and continue grant funded full-time equivalent(s), (if relevant), consistent with County contracting policies, and inclusion of grant funds in future yearly recommended and adopted budgets, subject to approval by the County Attorney's Office as to

form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract consistent with the approved Unified Local Youth Plan for the 2022 WIOA Youth Program, to accept additional funding, alter the number and types of clients served, types of services provided, reporting requirements, contract amount and contract term, consistent with County contracting policies, subject to the approval of the County Attorney's Office as to form; and

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

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

4.6 Authorization To Amend Contract With 360 Communities For Dakota County Housing Clinic Housing Support Workers

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County Social Services staff, Dakota County Courts and partners have collaborated to create an eviction court clinic, called the Dakota County Housing Clinic (DCHC); and

WHEREAS, the DCHC is a voluntary program that offers support to tenants at first appearance for eviction cases and support includes access to legal assistance, financial assistance and access to housing support services; and

WHEREAS, currently, there is one Housing Support Worker to staff the DCHC, and this position is employed by 360 Communities and funded by the Family Housing Fund; and

WHEREAS, with the recent passage of the Eviction Moratorium Off-Ramp legislation, the DCHC planning committee anticipates a high volume of evictions to be filed and a high volume of cases to flow through eviction court; and

WHEREAS, to accommodate this work, staff proposed to add three additional Housing Support Worker positions to DCHC via a contract with 360 Communities; and

WHEREAS, Dakota County entered into a contract with 360 Communities for a not to exceed contract amount of \$99,000 for the period of August 1, 2021 through September 30, 2022, to begin this work; and

WHEREAS, by Resolution 21-415 (August 24, 2021), the Dakota County Board

of Commissioners authorized an amendment to add an additional \$56,000 for additional services in the same contract period, for a total not to exceed contract amount of \$155,000 effective upon execution; and

WHEREAS, Housing Support Workers are present at court hearings scheduled three days per week and these positions work with the courts, connect tenants to resources and services, provide support for applications for Emergency Rental Assistance (ERA), Emergency Assistance and Emergency General Assistance funds, and assist with communication and coordination between tenants, landlords and courts; and

WHEREAS, due to the high volume of evictions being filed (there were 190 evictions filed in May 2022, compared with a historical monthly average of 124 eviction filings) and continued availability of ERA funds, staff proposes extending the contract end date to December 31, 2022, and adding \$82,835 to the existing contract for a total not to exceed contract amount of \$237,835; and

WHEREAS, the additional time will allow this team to continue serving clients in eviction court and the additional funds will allow this team to expand by one full-time Housing Support Worker.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to amend the contract with 360 Communities for housing clinic housing support workers funded by the Emergency Rental Assistance funds for Housing Stability Services to add \$82,835 to the contract for a total not to exceed contract amount of \$237,835, and extend the period of the contract through December 31, 2022, 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, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

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

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

4.7 Authorization To Execute Contract Amendments For Children And Family In-Home And Community-Based Services

Motion: Joe Atkins

Second: Mary Hamann-Roland

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

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

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

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

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

WHEREAS, by Resolution No. 21-490 (October 19, 2021), staff amended the contracts of approximately 30 vendors at the same rates as originally contracted for the period of January 1, 2022 through December 31, 2022, consistent with County contracting policies, six of which required County Board authorization to amend as their contracted services exceeded \$100,000 per year; and

WHEREAS, County Board authorization is required to amend two contracts as their contracted services will exceed \$100,000 prior to December 31, 2022, due to increased acceptance of referrals for In-Home and Community-Based services; and

WHEREAS, the two vendors requiring County Board authorization include Lopno and Associates and Empowering Families, LLC, and the array of services provides flexibility for Children and Family Services to respond to issues addressed in casework; and

WHEREAS, funding for these contracts is included in the 2022 Social Services Budget.

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

Commissioners hereby authorizes the Community Services Director to execute contract amendments with the following vendors for mental health treatment and support services for youth and families for the period of January 1, 2022 through December 31, 2022, subject to approval by the County Attorney's Office as to form:

Agency: Lopno and Associates

1. Program: In-Home and Community-Based Services
 - a. Unit Rate(s):
 - \$107.26 - Parenting Assessments
 - \$157.73 - Psychological Evaluations

Agency: Empowering Families, LLC

1. Program: Supervised Visitation
 - a. Unit Rate(s):
 - \$46.82 per hour

; and

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

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

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

4.8 Ratification Of Minnesota Department Of Human Services Innovations Grant Application, And Authorization To Accept Grant Funds, Execute Grant Agreement, Amend 2022 Social Services Budget And Amend Contract With Lyft, Inc.

Motion: Joe Atkins

Second: Mary Hamann-Roland

WHEREAS, Dakota County submitted a grant application in the amount of \$134,400 to the Minnesota Department of Human Services (DHS) for a two-year Innovations Grant to support transportation for people who use mobility devices; and

WHEREAS, transportation is often cited as a major barrier for individuals with disabilities to work and become a part of their community; and

WHEREAS, through Dakota County's Lyft, Inc. (Lyft) program, which was started in 2019 with the support of a previous DHS Innovations Grant, individuals eligible for Disability Waivers have had increased employment outcomes and increased quality of life indicators; and

WHEREAS, the Lyft program has shown that, with effective transportation options, individuals with disabilities have more opportunities to work in jobs they want, work more hours, have a less stressful and efficient way to get to work and overall can have a better quality of life; and

WHEREAS, Dakota County plans to spend \$2,250 on focus groups and gift cards for drivers and participants with the remaining \$132,150 to be used for the Lyft Wheelchair Accessible Vehicles (WAV) driver recruitment; and

WHEREAS, by Resolution No.18-542 (October 23, 2018), and Resolution No. 20-565 (November 17, 2020), Dakota County Board of Commissioners authorized a contract with Lyft for transportation services effective upon the date of execution through December 31, 2019, with automatic 1-year contract term extensions to provide transportation services to Dakota County clients; and

WHEREAS, Lyft does not currently offer WAV service in the Twin Cities area, which leaves individuals who use mobility devices out of the benefits and opportunities; and

WHEREAS, with the support of the 2022 Innovation Grant, Dakota County will provide financial incentives for WAV drivers in the Twin Cities area to drive for Lyft; and

WHEREAS, this program will provide an opportunity for Lyft to offer an equitable on-demand transportation option for individuals eligible for Disability Waivers who use mobility devices; and

WHEREAS, Dakota County will work with Lyft and their subcontractor, Mobility4All, for this grant; and

WHEREAS, Dakota County has been contracting with Lyft since 2019 to provide rides for a variety of programs, which are both county funded and waiver funded, including, but not limited to:

- Transportation for those open to Disability Waivers
- Transportation for those utilizing Rule 185 County Funded Lyft Services
- Jail Transportation Pilot for those released from the Dakota County Jail
- Transportation for those living in the Dakota County shelter
- Transportation for those connected with the Supportive Housing Unit

; and

WHEREAS, in June 2022, DHS awarded Dakota County the full \$134,400 Innovation Grant; and

WHEREAS, these funds will be used to support the recruitment and retention of drivers who have a WAV to drive for Lyft; and

WHEREAS, these drivers will be able to provide rides specifically to those who use mobility devices and are open to Disability Waivers to allow them to access their community and employment opportunities; and

WHEREAS, Dakota County will amend the Lyft, Inc., contract to increase the not to exceed contract total by \$132,150, for the additional services, with no change in term.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies Dakota County's application for the Minnesota Department of Human Services Innovations Grant; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant funds for the Dakota County Social Services Department, in the amount of \$134,400, effective upon execution through two years from execution date; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the grant agreement with the Minnesota Department of Human Services for the Innovation Grant effective upon execution through two years from execution date, 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 an amendment with Lyft, Inc., in the amount of \$132,150 as a result of the need to provide services in relation to the Minnesota Department of Human Services Innovation work, 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 alter the grant term, accept additional grant funds, and continue grant-funded full-time equivalent(s) (if relevant), consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Adopted Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2022 Social Services Budget is hereby amended as follows:

Expense

Program Expense	<u>\$134,400</u>
Total Expense	\$134,400

Revenue

Program Revenue	<u>\$134,400</u>
Total Revenue	\$134,400

This item was approved and recommended for action by the Board of Commissioners on 7/19/2022.

5. Regular Agenda**5.1 Update From Dakota-Scott Workforce Development Board**

Mark Jacobs, Deputy Director in Employment and Economic Assistance was joined by the following members of the Dakota-Scott Workforce Development Board (WDB) to present on this item: Vance Boelter, President at Praetorian Guard Security Services and Chairperson of the WDB; Barb Dahl, Scott County Social Services Director and Chairperson of the WDB's Youth Committee; and Eric Lind, Rosemount-Apple-Valley-Eagan ISD 1096 Adult Basic Education Program Manager and Chairperson of the WDB's CareerForce Committee.

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

Information only; no action requested.

5.2 Update On Homelessness Prevention Research And Recommendations

Evan Henspeter, Director, and Madeline Kastler, Deputy Director, both from Social Services, presented on this item and stood for questions.

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

Information only; no action requested.

5.3 Update On Workforce Shortage And Impacts On Service Provider Capacity And Service Availability

Evan Henspeter, Director of Social Services, presented on this item and stood for questions.

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

Information only; no action requested.

6. Community Services Directors Report

Marti Fischbach, Division Director, referred the Committee to the written report that she provided.

7. Adjournment

7.1 Adjournment

Chairperson, Commissioner Halverson, adjourned the meeting at 11:08 a.m. No roll call or vote was taken to adjourn.

Respectfully submitted,

Colleen Collette, Administrative Coordinator
Community Services Division

DRAFT



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1301

Agenda #: 4.2

Meeting Date: 8/16/2022

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Acceptance Of Gift To Community Corrections From Anderson Family And Authorization To Amend 2022 Community Corrections Adopted Budget

PURPOSE/ACTION REQUESTED

Accept gift in the amount of \$600 from the Anderson family to Community Corrections and authorize amendment to the 2022 Community Corrections Adopted Budget.

SUMMARY

By Resolution No. 09-246 (May 19, 2009), it is required that gifts of real or personal property exceeding \$500 in value must be accepted by resolution of the County Board. In July 2022 the Community Corrections Department received a gift of \$600 in support of juveniles served by Community Corrections in the New Chance program.

A letter, signed by the Board Chair, will be sent to the Anderson family to thank them for their donation to the Community Corrections Department (Attachment: Thank You Letter (Draft)).

RECOMMENDATION

Staff recommends acceptance of a gift in the amount of \$600 from the Anderson family to Community Corrections and authorization to amend the 2022 Community Corrections Adopted Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

The receipt of this gift does not impact the County levy but provides additional resources to address Community Corrections' needs. A budget amendment is requested to accept the revenue.

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

RESOLUTION

WHEREAS, by Resolution No. 09-246 (May 19, 2009), it is required that gifts of real or personal property exceeding \$500 in value must be accepted by resolution of the County Board; and

WHEREAS, in July 2022 the Anderson family donated a gift of \$600 to the Community Corrections Department in support of juveniles served by Community Corrections in the New Chance program; and

WHEREAS, Community Corrections staff recommends acceptance of this gift.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the gift from the Anderson family and expresses its appreciation for this generous gift; and

BE IT FURTHER RESOLVED, That the 2022 Community Corrections Adopted Budget is amended as follows:

Expense

New Chance Gifts & Contributions \$600

Total Expense **\$600**

Revenue

New Chance Gifts & Contributions \$600

Total Revenue **\$600**

PREVIOUS BOARD ACTION

09-246; 5/18/09

ATTACHMENTS

Attachment: Thank You Letter (Draft)

BOARD GOALS

☒ A Great Place to Live

☐ A Successful Place for Business and Jobs

☐ A Healthy Environment

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACTS

Department Head: Suwana Kirkland

Author: Debi DeFoe



The Honorable Paul H. Anderson Family
 5917 Asher Ave. E.
 Inver Grove Heights, MN 55077

Dear Justice Anderson and Family:

Thank you for your generous gift of \$600 to our New Chance program in honor of your daughter, Marina. Because of you and your family, our clients have an opportunity to experience prosocial activities we would not have the ability to offer otherwise. These unique experiences, often chosen by the youth participating, are especially important during the pandemic with anxiety and depression at an all-time high. We schedule field trips throughout the year to touch as many youths as we can.

With each activity, we talk about and remember Marina and the work she did with the youth in our program. I hope this letter finds you all well. We truly appreciate your continued support.

Sincerely,

Kathleen A. Gaylord, Chair
 Dakota County Board of Commissioners

cc: Dakota County Board of Commissioners
 Matt Smith, Dakota County Manager
 Marti Fischbach, Dakota County Community Services Division Director

Community Corrections

W www.dakotacounty.us

A Dakota County
 Judicial Center
 1560 Highway 55
 Hastings, MN 55033
P 651-438-8288
F 651-438-8340

A Dakota County
 Juvenile Services Center
 1600 Highway 55
 Hastings, MN 55033
P 651-438-8399
F 651-438-4960

A Dakota County
 Northern Service Center
 1 Mendota Rd. West, Suite 510
 West. St. Paul, MN 55118
P 651-554-6060
F 651-554-6070

A Dakota County
 Western Service Center
 14955 Galaxie Ave.
 Apple Valley, MN 55124
P 952-891-7200
F 952-891-7282



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1292

Agenda #: 4.3

Meeting Date: 8/16/2022

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With General Security Services Corporation For Juvenile Transportation Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with General Security Services Corporation for Juvenile Transportation Services.

SUMMARY

Community Corrections supervises adults and juveniles placed on probation by the courts. Probation staff focuses on community safety and reducing recidivism in their supervision of these individuals. Supervision, services and court ordered programs are provided through direct care delivery and purchased services, and a variety of services are in place to meet the varied needs of these individuals.

By Resolution No. 19-868 (December 17, 2019), the Dakota County Board of Commissioners authorized contracts for Community Corrections, including a contract with General Security Services Corporation for Juvenile On-Call Transportation Services, for the period of January 1, 2020 through December 31, 2021. Juvenile On-Call Transportation Services were placed on hold for a portion of 2020 through 2021 due to the pandemic and court appointments moving to a virtual platform.

As court appointments move back to an in-person model effective October 15, 2022, the need for juvenile transportation and in-custody supervision of youth awaiting court once again becomes necessary. The new contract with General Security Services Corporation will include a full-time transport officer housed at the Juvenile Services Center (JSC). The contract will no longer include on-call services as the individual will be on-site to provide immediate response to transportation needs (both secure and non-secure) and other miscellaneous services, such as supervising and facilitating visiting opportunities for JSC residents.

Staff recommends authorization to execute a contract with General Security Services Corporation to provide Juvenile Transportation Services in a not to exceed contract amount of \$156,000 for the period of October 1, 2022 through December 31, 2023.

OUTCOMES

The following goals and outcomes will be measured/tracked throughout the contract for transportation services.

How much did we do?

- 100 percent of youth in custody will be transported on time for scheduled court hearings
- 100 percent of youth approved for placement in a detention alternative will be safely transported to placement from the Juvenile Services Center within twelve hours

How well did we do it?

- Twenty percent reduction in overrides to secure detention in 2023 compared to 2021 and 2022
- Ninety-five percent of youth supervised by GSSC in secure custody while awaiting court had zero behavior incidents

Is anyone better off?

- Percentage of youth transported safely and on time to scheduled hearing
- Percentage of youth assessed for a detention alternative were safely transported to a less restrictive placement within twelve hours of intake at the Juvenile Services Center

RECOMMENDATION

Staff recommends authorization to execute a contract with General Security Services Corporation to provide Juvenile Transportation Services in a not to exceed contract amount of \$156,000 for the period of October 1, 2022 through December 31, 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

The total budget for this contract is \$156,000, which is included in the 2022 Community Corrections Budget. Service rates for contracts authorized for the period of October 1, 2022 through December 31, 2023, shall reflect the inflation rate authorized by the State of Minnesota inflation rates, or the Dakota County Board of Commissioners, effective January 1, 2024, as applicable. The contract shall contain a provision that allows the County to terminate the contract immediately in the event sufficient funds from county, state, or federal sources are no longer available at a level sufficient to continue services.

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

RESOLUTION

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

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

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

WHEREAS, by Resolution No. 19-868 (December 17, 2019), the Dakota County Board of Commissioners authorized contracts for Community Corrections, including a contract with General Security Services Corporation (GSSC) for Juvenile On-Call Transportation Services, for the period of January 1, 2020 through December 31, 2021; and

WHEREAS, juvenile On-Call Transportation Services were placed on hold for a portion of 2020

through 2021 due to the pandemic and court appointments moving to a virtual platform; and

WHEREAS, as court appointments move back to an in-person model effective October 15, 2022, the need for juvenile transportation and in-custody supervision of youth awaiting court once again becomes necessary; and

WHEREAS, the new contract with GSSC will include a full-time transport officer housed at the Juvenile Services Center (JSC), and will no longer include on-call services as the individual will be on-site to provide immediate response to transportation needs (both secure and non-secure) and other miscellaneous services, such as supervising and facilitating visiting opportunities for JSC residents; and

WHEREAS, staff recommends authorization to execute a contract with GSSC to provide Juvenile Transportation Services in a not to exceed contract amount of \$156,000 for the period of October 1, 2022 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with General Security Services Corporation in a not to exceed contract amount of \$156,000 for the period of October 1, 2022 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

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

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

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

PREVIOUS BOARD ACTION

19-868; 12/17/19

ATTACHMENTS

Attachment: None.

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 |

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: Kirkland, Suwana

Author: DeFoe, Debi



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1291

Agenda #: 4.4

Meeting Date: 8/16/2022

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Subrecipient Agreement With Minnesota State Dakota County Technical College For Workforce Mobility Program

PURPOSE/ACTION REQUESTED

Authorize execution of a subrecipient agreement with Minnesota State Dakota County Technical College (DCTC) for the Workforce Mobility Program.

SUMMARY

By Resolution No. 22-215 (May 24, 2022), the Dakota County Board of Commissioners authorized an amendment to the 2022 Employment and Economic Assistance (E&EA) Budget and an amendment to the 2022 Non-Departmental Budget in the amount of \$250,000 in American Rescue Plan State and Local Fiscal Recovery Funds to finance the Workforce Mobility Program. The DCTC and Inver Hills Community College (Inver Hills) are planning to collaborate with E&EA and area CareerForce Centers to draw more people into the workforce through a contract between the County of Dakota and Minnesota State DCTC.

The program will provide free tuition in credit or non-credit training for Dakota County residents in key identified in-demand industry sectors. The program will also support incumbent workers looking to upskill or shift to high-wage industries and allow training to workers that will lead directly to viable jobs. In addition, where applicable, the program will offer participants a pathway for further education that may open up additional career opportunities.

As outlined in the Attachment: American Rescue Plan Act Agreement, the program will be marketed throughout the county for optimal visibility, including postcards from the colleges as well as press releases. The Colleges will develop the marketing materials with review by E&EA staff. The Dakota-Scott Workforce Development Board and Dakota County Communications will help promote the Workforce Mobility Program through their channels.

The free tuition program will be for Dakota County residents age 18 and older. Prioritization will then be to residents who are 1) also enrolled in other county programs such as social services, the Supplemental Nutrition Assistance Program (SNAP), etc., and/or are in Dakota County Community Development Agency housing, or 2) who are not enrolled in programs who have annual family incomes under the 250 percent of poverty guidelines, which will be based on self-attestation.

OUTCOMES

Outcomes are detailed in the Attachment: American Rescue Plan Act Agreement, Exhibit 1,

Requirements and Outcomes, Workforce Mobility Program 2021-2022.

RECOMMENDATION

Staff recommends authorization of a subrecipient agreement between the County of Dakota and the DCTC to implement the Workforce Mobility Project in a not to exceed contract amount of \$250,000 from the date of execution through completion of the outcomes set forth in Section 2.1 of the agreement.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The 2022 E&EA Budget includes funding for this agreement. The County will pay DCTC a not to exceed contract amount of \$250,000. It is the responsibility of DCTC to work with and compensate Inver Hills for any services they provide relative to the agreement. The agreement shall contain a provision that allows the County to immediately terminate the 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.

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

RESOLUTION

WHEREAS, by Resolution No. 22-215 (May 24, 2022), the Dakota County Board of Commissioners authorized an amendment to the 2022 Employment and Economic Assistance (E&EA) Budget and an amendment to the 2022 Non-Departmental Budget in the amount of \$250,000 in American Rescue Plan State and Local Fiscal Recovering Funds to finance the Workforce Mobility Program; and

WHEREAS, the Minnesota State Dakota County Technical College (DCTC) and Inver Hills Community College (Inver Hills) are planning to collaborate with E&EA and area CareerForce Centers to draw more people into the workforce through a contract between the County of Dakota and Minnesota State DCTC; and

WHEREAS, the program will provide free tuition in credit or non-credit training for Dakota County residents in key identified in-demand industry sectors, support incumbent workers looking to upskill or shift to high-wage industries, and allow training to workers that will lead directly to viable jobs; and

WHEREAS, where applicable, the program will also offer participants a pathway for further education that may open up additional career opportunities; and

WHEREAS, the American Rescue Plan Act Agreement includes information that the program will be marketed throughout the County for optimal visibility, including postcards from the colleges as well as press releases, and the Colleges will develop the marketing materials with review by E&EA staff; and

WHEREAS, the Dakota-Scott Workforce Development Board and Dakota County Communications will help promote the Workforce Mobility Program through their channels; and

WHEREAS, the free tuition program will be for Dakota County residents age 18 and older with prioritization to those residents who are 1) also enrolled in other county programs such as social services, the Supplemental Nutrition Assistance Program, etc., and/or are in Dakota County Community Development Agency housing, or 2) who are not enrolled in programs who have annual

family incomes under the 250 percent of poverty guidelines, which will be based on self-attestation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute the subrecipient agreement with Minnesota State Dakota County Technical College to implement the Workforce Mobility Project in a not to exceed agreement amount of \$250,000 from the date of execution through completion of the outcomes set forth in Section 2.1 of the agreement; and

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

22-215; 5/24/22

ATTACHMENTS

Attachment: American Rescue Plan Act Agreement

BOARD GOALS

- | | |
|--|---|
| <input type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input checked="" 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: Nadir Abdi

Author: Mark Jacobs

AMERICAN RESCUE PLAN ACT AGREEMENT

Between County of Dakota and Minnesota State-Dakota County Technical College

This Agreement is between County of Dakota ("County") and Minnesota State, Dakota County Technical College, 1300 145th Street East, Rosemount, MN 55068, ("Recipient"). Recipient is a public, two-year technical college. This Agreement uses the word "parties" for both County and Recipient.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, on April 1, 2022, the United State Department of Treasury released final rules on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund; and

WHEREAS, On June 14, 2021, the County received \$41,666,150 of their allocated \$83,332,300; and

WHEREAS, the County desires to allocate \$250,000 of its ARPA Fund allocation to Subrecipient to provide training that leads directly to viable jobs, and - where applicable - to offer a pathway for further education that may open up additional career opportunities; and

WHEREAS, all expenses are American Rescue Plan (ARP) State and Local Fiscal Recovery Funds (SLFRF) eligible under the expenditure category of provision of government services pursuant to Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services – to the extent of a reduction in the recipient's general revenue (c)(3) of ARPA,

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

1. TERM

This Agreement is effective and enforceable on the date the last party executes this Agreement ("Effective Date") and upon completion of the outcomes as forth Section 2.1.

2. RECIPIENT'S OBLIGATIONS

- 2.1. General Description. Recipient shall provide the services generally described as EXHIBIT 1. Collectively, these are referred to as the "Services."
- 2.2. Conformance to Specifications. Recipient represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Agreement.
- 2.3. Standard of Care. In the performance of the Services, Recipient shall use the care and skill a reasonable practitioner in Recipient's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Recipient shall maintain staff, facilities, and equipment necessary to perform under this Agreement. Recipient shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Agreement. The County shall determine whether such inability requires amendment or termination of this Agreement. No Notice of Default is required to terminate under this section.
- 2.5. Successors and Assigns. In order to continue Services under the Agreement and subject to

the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Recipient's business, all rights, duties, liabilities, obligations, and provisions of this Agreement bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Recipient as permitted by the County.

3. PAYMENT

- 3.1. Total Cost. County will pay Recipient a total amount not to exceed Two hundred fifty thousand and 00/100 Dollars (\$250,000.00) ("Agreement Maximum"). The Agreement Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services. It is the responsibility of the Recipient to work with and compensate Inver Hills Community College for any services they provide relative to this Agreement.
- 3.2. Compensation.
 - A. The County shall pay the Recipient for the Services in a lump sum.
 - B. The Recipient shall submit monthly accounting of the expenditure of the County's funds. Any funds not spent for the services outlined in Exhibit 1, will be subject to repayment.
- 3.3. Time of Payment. The County shall pay Recipient within 35 calendar days after the date of execution of the Agreement.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Recipient on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Recipient.
- 3.6. Payment for Unauthorized Claims.
 - A. Payment does not prevent the County from disputing an expenditure of the funds. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
 - B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Agreement or during the pendency of an audit or inspection.
 - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Recipient pursuant to the time period for payment after receipt of an invoice.
 - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Recipient 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 Recipient is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 2. Any violation of this section is a material breach of this Agreement. No Notice of default is required

to terminate under this section.

- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this 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.
- 4.3. Licenses. At its own expense, Recipient shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the services under this Agreement. Recipient shall furnish copies of the above to the County upon request. Recipient shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

5. INDEPENDENT CONTRACTOR STATUS

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

6. NOTICES

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

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Agreement, Recipient shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and

employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Recipient's, or Recipient's agents', independent Recipients', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, Agreement, or subAgreement whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Agreement.

7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

- A. Any demand, action, suit, or proceeding against the party providing Notice; or
- B. Any event or fact that may give rise to indemnification under section 7.1 by Recipient.

7.4. Control of Defense and Settlement. Recipient shall promptly provide Notice to the County of any proposed settlement, and Recipient may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Recipient from allowing County from undertaking control of the defense.

8. INSURANCE

Recipient shall maintain policies of insurance as set forth in Exhibit 3 and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

9.1. Subcontracting Generally Prohibited. Recipient shall not assign or delegate any interest, right, duty, or obligation related to this Agreement without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section. Recipient will utilize Inver Grove Hills Community College to satisfy the scope of this agreement. Prior to each term, recipient will notify the County in writing what services will be fulfilled by Inver Grove Hills Community College and the amount of funds remitted to it.

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

9.3. Payment of Subcontractors. This section is required by Minn. Stat. § 471.425. Recipient shall pay subcontractor within 10 calendar days after the date on which the Recipient receives payment from the County for undisputed Services performed by the subcontractor. Recipient agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor

on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Recipient shall pay the actual interest penalty due the subcontractor.

9.4. A violation of any part of this section is a material breach of Agreement.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Agreement, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Agreement, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Agreement is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Agreement without cause upon 30 calendar days' Notice of Termination to the other party.
- 12.2. 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 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 and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - B. Failure to perform Services or 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;
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Recipient's business.

- 12.3. 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.
- 12.4. 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.
- 12.5. Duties of Recipient upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Recipient 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 County with any transition of Services.
 - D. Cancel all orders and subAgreements to the extent that they relate to the performance of this Agreement.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Recipient receives the 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 accounting for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date and return any unallocated funds.
 - G. Maintain all records relating to the performance of the Agreement as may be directed by the County in the Notice of Termination or required by law or this Agreement.
- 12.6. Duties of County upon Termination of the Agreement for Cause or without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Recipient in accordance with section 3.3 of this Agreement for Services satisfactorily performed.
- 12.7. 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 discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1 (standard assurances) and the indemnity provisions of section 7.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. AGREEMENT RIGHTS AND REMEDIES

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

14. AUTHORIZED REPRESENTATIVE

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

To Recipient:

Michael Berndt
President

Dakota County Technical College
1300 145th Street East
Rosemount, MN 55068
Telephone: 651-423-8000
Email michael.berndt@minnstate.edu

To the County:

Marti Fischbach
Community Services Director

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

- 14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Agreement. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.
- 14.3. In addition, Notices regarding breach or termination shall also be provided to:
Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033

15. LIAISON

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

Recipient Liaison: Robert Trewartha
Telephone: 651-423-8275
Email: Robert.trewartha@dctc.edu

County Liaison: Sarah Montgomery
Telephone: 651-554-5893
Email: Sarah.Montgomery@co.dakota.mn.us

- 15.2. The Liaison, or his or her successor, has 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.

16. 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.

17. SEVERABILITY

The provisions of this Agreement are 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.

18. MERGER

18.1 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.

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

Exhibit 1- Requirements and Outcomes;
Exhibit 2- Standard Assurances;
Exhibit 3- Insurance Terms

By signing this Agreement, Recipient acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any part of any Exhibit and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity.

If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2, Exhibit 3.

20. CONFIDENTIALITY AND SECURITY

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

20.2. For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by Recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Recipient must comply with and is subject to the provisions, remedies and requirements of the MGDPA as if it were a governmental entity.

20.3. Recipient acknowledges that the County may transmit Protected Data to Recipient in connection with Recipient's performance of this Agreement. Recipient 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. Recipient agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of Agreement.

20.5. Recipient shall cooperate with the County in responding to all requests for data. Recipient does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the provisions of this Agreement. The parties shall promptly notify each other when any third-party requests Protected Data related to this Agreement or Agreement Services. Recipient shall ensure that all subcontractors contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract.

20.6. This section survives expiration or termination of this Agreement.

21. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties. 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 section (including any subsection), 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.

22. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Recipient only upon satisfactory showing that Recipient and any subRecipients have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Agreement. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Recipients") satisfies this requirement with respect to the Recipient or subRecipient. Form IC-134 Form and Instructions are found at <https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf>

23. ELECTRONIC SIGNATURES

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

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date
File No. KS-

By_____

Res. No. 21-215

Date of Signature_____

RECIPIENT

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

By_____

Title_____

Date of Signature_____

Exhibit 1
Requirements and Outcomes
Workforce Mobility Program 2021-2022

Vision: This pilot program will provide free tuition for Dakota County residents in key identified in-demand industry sectors. Publicizing the program may help drive enrollments of individuals participating in workforce programs.

Marketing:

The program will be marketed throughout the county for optimal visibility. Marketing will include postcards from the colleges as well as press releases. The Colleges will develop the marketing materials with review by Dakota County Employment and Economic Assistance (E&EA) staff. The Dakota-Scott Workforce Development Board and Dakota County Communications will help promote the Workforce Mobility program through their channels.

Enrollments:

The free tuition program will be for Dakota County residents ages 18 and older. Prioritization will then be to residents:

- #1 - who are also enrolled in other county programs such as social services, SNAP, etc. and/or are in CDA housing
- #2 - who are not enrolled in programs who have **annual family** incomes under the 250% of poverty guideline. This will be based on self-attestation.

Cost Categories: The following outlines the initial plan for distribution of the grant. With approval of the County E&EA staff, there is flexibility to adjust enrollments amongst categories if student demand for the classes deems it necessary.

Training Opportunities	Cost	# Trained	Totals
CDL Class A	\$6,300	15	\$94,500
CNA	\$1,380: Includes textbooks, class supplies, and 1 test	35	\$48,300
Boiler Operator	\$550: Certification Prep course	10	\$5,500
Phlebotomy	\$1,884: Includes textbook and 1 test	14	\$26,376
Early Childhood & Youth Development Programs	\$770: Includes Intro to Early Childhood Education Course + Textbooks and Course Materials (about \$131)	15	\$11,550
Welding	\$1,127: Includes Welding Safety and Theory I, + textbooks, course materials & personal protective equipment	15	\$26,623
Emergency Medical Technician (EMT)	\$3,300 for the full program	8	\$26,400
Additional Costs			
Marketing (social media marketing and postcards targeted to Dakota County residents within the likely income range)	\$10,724		\$10,724
Total		112	\$249,973 (\$250,000)

Performance metrics: Outcomes to be measured for each program include:

- # of program applicants
- # of program applicants that qualify
- # of qualified program applicants who are accepted into the program
- # of qualified program applicants who are NOT accepted into the program but provided other support services from the county or the college
- # of program participants who complete the training
- Satisfaction survey for program participants that measures the extent to which they agree that key program design elements were delivered
- # of program completers who secure employment within 3 months of completion
- # of program completers who continue their education
- # of program completers who secure employment within 3 months of completion at a salary rate higher than last position

Outcome reports for the metrics above will be provided by DCTC to Dakota County on a monthly basis and with a final report and the conclusion of the program.

EXHIBIT 2 STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Agreement, the Recipient shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Recipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, 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 Agreement shall be used to provide religious or sectarian training or services.

The Recipient 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 Recipients and subRecipients 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 Agreement 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 Agreement.

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 of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. 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.

K. 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 Agreement all data created, collected, received, stored, used, maintained, or disseminated by Recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Recipient must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Recipient. Recipient does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Agreement. All subcontractors shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Recipient's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement 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 Agreement. The Recipient 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.** Recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Recipient shall ensure all personnel of Recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Agreement. Each Recipient 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 Recipient.

5. **RECIPIENT GOOD STANDING.** Recipient shall maintain Good Standing status with the Office of the Minnesota Secretary of State and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities 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).

6. **RECIPIENT 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 Agreement 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.

7. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Recipient is a subrecipient of federal grant funds under this Agreement, Recipient 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, Recipient will not use funding covered by this Agreement 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. Recipient will include this certification as a flow down clause in any agreement related to this Agreement.

By signing this Agreement, the Recipient 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 Agreement: 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 Agreement; 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 Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Recipient 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).

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 GPB-LSO-JET (Rev. 10-19)

**EXHIBIT 3
INSURANCE TERMS**

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Recipient is not required by Statute to carry Workers' Compensation Insurance, Recipient agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Recipient from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Recipient's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Recipient or any subcontractor or other person claiming through Recipient for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Agreement. If any such change requires Recipient to obtain Workers' Compensation Insurance, Recipient agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Agreement), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Recipient agrees to maintain at all times during the period of this Agreement a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Recipient's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Recipient to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

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

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Agreement. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Recipient agrees to maintain such insurance for at least one (1) year from Agreement termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Recipient therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Recipient further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Recipient in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Recipient's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this Agreement.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. Dakota County shall, at any time during the period of the Agreement, have the right to require that Recipient secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Recipient shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Recipient shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Recipient shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Recipient shall, in addition to providing such evidence of insurance, promptly furnish Agreement Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Recipient's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Recipient's evidence of insurance to advise Recipient in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Recipient's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Recipient to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Recipient, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Recipient shall promptly furnish loss information concerning all liability claims brought against Recipient (or any other insured under Recipient's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

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

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

Revised: 10/07

K/CM/Exh/Insure-Prof-Liability-CM.doc



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1122

Agenda #: 4.5

Meeting Date: 8/16/2022

DEPARTMENT: Social Services

FILE TYPE: Consent Action

TITLE

Ratification Of Minnesota Department Of Human Services Adult Mental Health Initiative And Community Support Program Grant Application, And Authorization To Accept Grant Funds And Execute Grant Agreement

PURPOSE/ACTION REQUESTED

Ratify the application for the Minnesota Department of Human Services (DHS) calendar year (CY) 2023 and CY 2024 Adult Mental Health Initiative (AMHI) and Community Support Program (CSP) grant allocation, and authorize acceptance of the grant funds and execution of the grant agreement.

SUMMARY

Minn. Stat. § 245.465 states the County Board shall use its share of mental health funds allocated by DHS according to the mental health plan approved by the Commissioner of DHS. The DHS AMHI and CSP grants provide funding to support Dakota County residents with mental illness to live healthy, thriving lives in community settings.

According to Minn. Stat. § 245.466, each local plan for an AMHI must be developed under the direction of the County Board as the local mental health authority. The planning for each AMHI shall include, but not be limited to, people with lived experience, families, advocates, local mental providers, and other system partners. Staff works closely with Dakota County's Adult Mental Health Local Advisory Council (LAC) on an ongoing basis to identify unmet needs and priority issues.

Using input from Dakota County's LAC, staff prepared responses to the CY 2023 and CY 2024 AMHI and CSP electronic application and budget forms for submission on June 30, 2022. See Attachment: Grant Application Summary, for detail on AMHI and CSP grants and Dakota County's proposed spending plan and budget.

State funding to support AMHIs has remained largely unchanged since the early 1990s. A new funding formula for AMHIs is planned for CY 2025 which will significantly increase Dakota County's AMHI allocation. Over the next three years, DHS will continue to partner with stakeholders to develop a plan to transition from the current historical allocations to new allocations informed by the funding formula. Under the new formula, Dakota County's AMHI portion of the allocation is expected to increase from \$482,776 (CY 2023 and CY 2024) to \$1,440,388 annually starting in CY 2025 (preliminary). In preparation for allocation of additional grant dollars in CY 2025, Dakota County will engage stakeholders in needs assessment, analyze data, and solicit proposals for contracted services.

OUTCOMES

- Legislation was passed in the 2015 session that requires DHS to report to the legislature every two years regarding programs and services mandated in the Minnesota Comprehensive Adult Mental Health Act that are funded through children and adult mental health grants.
- The County and sub-grantees must report specific information about services provided and persons served using this grant funding using the Mental Health Information System.

RECOMMENDATION

Staff recommends ratification of the grant application to DHS for County Adult Mental Health services for a total annual grant amount of \$1,294,284 (\$736,508 CSP, \$482,776 AMHI) for CY 2023 and CY 2024; and if the grants are awarded, staff requests authorization to accept the grant funds and execute the grant agreement with DHS.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2023 Adult Mental Health grant allocations (total of \$1,294,284) will be included in the 2023 County Manager's Recommended Budget.

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

RESOLUTION

WHEREAS, Minn. Stat. § 245.465 states the County Board shall use its share of mental health funds allocated by the Minnesota Department of Human Services (DHS) according to the mental health plan approved by the Commissioner of DHS; and

WHEREAS, Adult Mental Health Initiative (AMHI) and Community Support Program (CSP) grants provide funding to support Dakota County residents with mental illness to live healthy, thriving lives in community settings; and

WHEREAS, according to Minn. Stat. § 245.466, each local plan for an AMHI must be developed under the direction of the County Board as the local mental health authority; and

WHEREAS, the planning for each AMHI shall include, but not be limited to, people with lived experience, families, advocates, local mental providers, and other system partners; and

WHEREAS, staff works closely with Dakota County's Adult Mental Health Local Advisory Council (LAC) on an ongoing basis to identify unmet needs and priority issues; and

WHEREAS, DHS required that counties submit an application for calendar year 2023 and 2024 to receive Adult Mental Health grant allocations; and

WHEREAS, staff prepared and submitted grant applications to meet DHS submission requirements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the Adult Mental Health Initiative and Community Support Program grant application to the Minnesota Department of Human Services for calendar year (CY) 2023 and CY 2024 for a total grant amount of \$1,294,284; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes

the Community Services Director to accept the grant funds, and execute the Adult Mental Health Initiative and Community Support Program grant agreement for CY 2023 and CY 2024, 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 alter the grant term, accept additional grant funds, and continue grant-funded full-time equivalent(s) (if relevant), consistent with County contracting policies, and inclusion of grant funds in the 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 Community Services Director is hereby authorized to execute the Adult Mental Health Initiative and Community Support Program grant renewal contract for CY 2023 and CY 2024 in the amount of the grant awarded, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Grant Application Summary

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> A Great Place to Live | <input checked="" 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 |
|--|----------------------------------|----------------------------------|---|

CONTACT

Department Head: Evan Henspeter

Author: Emily Schug

Adult Mental Health Initiative Grant**Background:**

With the closure of Regional Treatment Centers in the early 1990s, counties were encouraged to develop partnerships to plan for and develop acute care and community-based mental health treatment for those who had been served by the state hospital. Learning from the success of that approach, legislation was passed in 1996 to create and expand grant funding for regional partnerships to continue planning and service expansion efforts. Over time, this has resulted in 18 regional county initiatives and the White Earth Nation tribe who have identified as AMHIs. Each region ranges in size from single, large county entities in the metro area to regions encompassing up to 18 counties in greater Minnesota. Dakota County is a single county AMHI. AMHIs continue to monitor, evaluate, and reconfigure their service models while each county retains its role as the local mental health authority. State funding to support AMHIs has remained largely unchanged since the early 1990s. A new funding formula for AMHIs is planned for CY 2025 which will significantly increase Dakota County's AMHI allocation.

Dakota County CY 2024 and CY 2025 AMHI Spending Plan:

Grant Category	Spending Plan	CY 2023 Amount	CY 2024 Amount
Fiscal Host Fee	Off-set costs of 1.0 FTE (2023 budget request) for following functions: contract management, fiscal and outcome reporting, system coordination.	\$48,277	\$48,277
Assertive Community Treatment	Intensive, supportive, non-residential treatment using a team approach for those who are not currently eligible for Medical Assistance.	\$150,000	\$150,000
Intensive Residential Treatment – Uncompensated Care	Intensive treatment services offered in a residential setting to enhance psychiatric stability, personal and social adjustment, and build skills to transition to community for those not currently eligible for Medical Assistance.	\$5,000	\$5,000
Adult Residential Crisis Stabilization	Short-term residential assessment and stabilization to assist people to return to the community with services and support.	\$7,500	\$7,500

Grant Category	Spending Plan	CY 2023 Amount	CY 2024 Amount
Supported Employment/Individualized Placement and Support	Personalized employment services using evidence-based practice for people with mental illness.	\$194,664	\$194,664
Case Management – Uncompensated Care	Payment of non-federal share for adult mental health case management for those who do not qualify for case management under Medical Assistance	\$72,335	\$72,335
Transportation	Transit cards for people receiving case management who need transportation support to access employment or other recovery supports.	\$5,000	\$5,000
Total		\$482,776	\$482,776

Community Support Program Grant

Background:

Established in 1979, Community Support Programs (CSPs) created new and innovative programs at the time including adult day treatment, vocational training, drop-in centers, crisis homes and case management services. CSP grant funding continues is to improve the lives of adults with serious and persistent mental illness to find and maintain competitive employment, handle basic activities of daily living, participate in social activities, set goals and plans and obtain and maintain appropriate living arrangements. CSPs reduce the need for and use of more intensive, costly, or restrictive placements and provide services that are supportive in nature.

Dakota County CY 2023 and CY 2025 Proposed Spending Plan:

Grant Category	Spending Plan	CY 2023 Amount	CY 2024 Amount
Fiscal Host Fee	Off-set costs of 1.0 FTE (2023 budget request) for following functions: contract management, fiscal and outcome reporting, system coordination.	\$73,650	\$73,650
Community Support Programs	Contracts with community-based agencies for peer support, social activities, illness management and recovery classes, and other services that help people with mental illness to live connected, healthy and thriving lives in their communities.	\$529,877	\$529,878

Grant Category	Spending Plan	CY 2023 Amount	CY 2024 Amount
Housing Subsidies	Direct payments for rent, utilities, storage or moving costs for people with mental illness to maintain community living (payer of last resort)	\$10,000	\$10,000
Case Management – Uncompensated Care	Payment of non-federal share for adult mental health case management for those who do not qualify for case management under Medical Assistance	\$122,980	122,980
Total		\$736,507	\$736,508



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1251

Agenda #: 5.1

Meeting Date: 8/16/2022

DEPARTMENT: Public Health

FILE TYPE: Regular Information

TITLE

Dakota County Opioid Settlement Response Update

PURPOSE/ACTION REQUESTED

Receive updates related to the Minnesota Opioid Settlement.

SUMMARY

Over the past several years opioid misuse and dependence have reached epidemic levels, causing Dakota County and other local governments to expend significant public dollars to combat this public health crisis. Between 2000 and 2020, 378 Dakota County residents died from opioid-involved overdoses rising from two to 36 cases annually for a total of 378 for this period. From 2016 to 2020, the number of nonfatal opioid overdose emergency room visits increased from 88 in 2016 to 211 in 2020 for a total of 647 for this period. In 2018, the Office of Performance & Analysis (OPA) compiled key statistics on the effects of opioid misuse across Dakota County which were recently updated in 2022 (Attachment: Opioid OPA Summary Data).

Pharmaceutical manufacturer, Johnson and Johnson and opioid distributors, McKesson, Cardinal Health and AmericsourceBergen were engaged in marketing efforts to encourage doctors to prescribe opioid drugs and it is alleged they misrepresented the risk of addiction which resulted in over 3,000 state and local lawsuits. By Resolution No. 17-671 (December 12, 2017), the County Board authorized the County Attorney's office (CAO) to commence civil action against companies responsible for the opioid epidemic and the CAO led the work for the multi-state opioid litigation process for Dakota County. By Resolution No. 21-619 (December 14, 2021), the County Board authorized the participation in the multistate settlements relating to opioid distributors and manufacturers and supported the Memorandum of Agreement which allocates 25 percent of the settlement funds directly to the state and 75 percent directly to participating local governments. (Attachment: Summary of Distributors and Johnson & Johnson Settlement).

Dakota County will receive a consolidated state allocation of \$9,814,545.38. The Johnson & Johnson funding is paying out over nine to ten years, with front-loaded payments in the first three years. The distributor settlement agreement is paying out over 18 years through 2039. The cities of Burnsville, Eagan, Apple Valley, Lakeville, and Inver Grove Heights will also receive funding and once a year may direct all or part of their funds to the County (Attachment: Estimated Payment Schedule). Additional funds from the pending Purdue Pharma and Mallinckrodt bankruptcy case will be available, however, timeline and funding amounts are still to be determined. In addition, the pharmaceutical manufacturer, Teva has recently proposed a tentative settlement of approximately \$4 billion nationally. The County Attorney's office will provide updates on the Teva settlement structure

as more information is provided.

The Memorandum of Agreement mandates that Public Health shall serve as the Chief Health Strategist to lead the efforts to identify, collaborate and respond to local issues. Working with Dakota County cities and community partners is required. Funding should be prioritized on prevention strategies and used for treatment and prevention efforts across public health, human services, and public safety to address both mental health and substance use (Attachment: Eligible Use of Funds). Over the last month, a countywide opioid program assessment was conducted to determine current opioid programming (Attachment: Dakota County Opioid Services). As a first step, an Opioid Advisory Committee will be formed with external and internal partners who will develop a framework and guiding principles. Staff will update the County Board in early 2023 on the framework, guiding principles and funding guidelines and will seek approval to move forward with the implementation phase anticipated in Q2 2023.

OUTCOMES

Staff will use evidence-based models across Dakota County and measure opioid use, overdose, and deaths of all ages. Goals, strategies, and outcomes will be developed by the Opioid Advisory Committee as part of the workplan.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated from this allocation is estimated to be \$9,814,545.38 over 18 years.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

17-671; 12/12/17

21-619; 12/14/21

ATTACHMENTS

Attachment: Opioid OPA Summary Data

Attachment: Summary of Distributors and Johnson & Johnson Settlement

Attachment: Estimated Payment Schedule

Attachment: Eligible Use of Funds

Attachment: Dakota County Opioid Services

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input checked="" 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

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACTS

Department Head: Gina Adasiewicz

Author: Madeline Goebel



Opioid - Key Statistics

Updated July 2022

Author: Madeline Goebel

SOCIAL SERVICES

- 1) From 2018 to 2021, Dakota County's cost share for chemical dependency totaled \$2,227,331.^{1 2}
- 2) From July 1, 2016 through April 14, 2020, 353 referrals were made to Dakota County Child Protection for chemical use during pregnancy. Opioids, as a group, represent the third highest drug total among these clients with 37 clients. THC (122 clients) and methamphetamines (88 clients) represent the highest and second highest groups, respectively.³
- 3) From Jan 1, 2018 – June 29, 2022, there were 310 children placed in foster care in Dakota County due to parental drug abuse.^{4 5}

TREATMENT

- 4) From 2017 to 2021, there were 841 admissions of Dakota County residents to methadone treatment facilities. This represents 6.0% of the total chemical dependency treatment admissions for Dakota County admissions, compared with 5.3% statewide. Consistently year to year since 2017, with the exception of 2018, Dakota County has had a higher percentage of the total chemical dependency treatment admissions for methadone treatment than the statewide rate.⁶
- 5) Between 2019 and 2021, of the 8255 treatment facility admissions for Dakota County residents, 1493 listed Heroin/Other Opiates as their "Primary Substance of Abuse," accounting for 18.1% of Dakota County residents in treatment facilities and ranks third to Methamphetamine's (1553) and alcohol (3824) as the "Primary Substance of Abuse."^{7 8}

¹ Schug, Emily. Dakota County Social Services.

² Due to a variety of factors that significantly impacted costs from 2018-2021 (changes to county cost share, pandemic rules related to MA-eligibility, pay-backs and refunds, etc.) there is no ability to use these numbers to illustrate multi-year trends.

³ Schillman, Janell. Dakota County Social Services. June 21, 2022.

⁴ Sue Cleaveland, Dakota County Social Services. June 29, 2022.

⁵ A child was included in this data set if one of the primary removal conditions for that child was parental drug abuse.

⁶ DAANES Admission Summary Report – 2017. Page 1.

DAANES Admission Summary Report – 2018. Page 1.

DAANES Admission Summary Report – 2019. Page 1.

DAANES Admission Summary Report – 2020. Page 1.

DAANES Admission Summary Report – 2021. Page 1.

⁷ DAANES Admission Summary Report – 2019. Page 2.

DAANES Admission Summary Report – 2020. Page 2.

DAANES Admission Summary Report – 2021. Page 2.

Due to a change in data collection formatting, we were unable to include a comparison that included 2017-2018 data.

⁸ Due to a change in reporting formatting, we are only able to combine 2019-2021.

PUBLIC HEALTH

- 6) From 2017 to 2021, there were 25,392 births in Dakota County (average of 5,078 annually). For that same period, 49 births had the mom and/or infant test positive for opioids, including methadone.^{9 10}
- 7) From 2018 to 2021, 38 Public Health clients were identified with a risk factor of "Drug Use" upon admission to Dakota County's family home visiting program.¹¹
- 8) From 2018 to 2021, there were 639 screenings (CAGE-AID) for substance use done for primary caregivers in Dakota County's family home visiting program. 35 screens were positive, indicating that the client may have a substance use problem. Of these, 13 indicated opioid use.¹² Family health clients who enter with a substance use risk factor or later screen positive are referred for a chemical health assessment.¹³
- 9) Dakota County Social Services and Public Health departments offer a collaborative program, Safe & Healthy Start, to identify and serve women who experience prenatal substance abuse. Public Health Nurses serve as prenatal substance abuse experts for Safe & Healthy Start. From 2018 to 2021, 19 clients were opened to Dakota County's family home visiting program as a result of a Safe & Healthy Start referral.¹⁴

COMMUNITY CORRECTIONS

- 10) As of June 1, 2022, Dakota County Community Corrections had 1,111 high-risk clients with an active Drug Testing Condition. This represents 70% of current high-risk clients (1,111 out of 1,594).^{15 16}

DAKOTA COUNTY SHERIFF

- 11) From 2018 to 2021, the annual number of inmates placed on watch protocol increased from 316 in 2018 to 503 in 2021, with an average of 391 per year. During that same time period, the number of checks ranged from a low in 2018 of 57,935 to a high of 98,136 in 2021, with a total of 285,660 checks.¹⁷
- 12) From 2018 to 2021, the Dakota County Sheriff's Office spent 4,118.5 hours on Hospital Guard Duty. Annual hours ranged from a low of 372 in 2020 to a high of 1524 in 2021.¹⁸

⁹ Minnesota Department of Health, birth certificate data (2019-2021 data are preliminary)

¹⁰ The toxicology results are entered in a free-text box on the birth certificate file. The person tested is not always identified (mom and/or infant) and the specific drugs(s) are not always noted.

¹¹ Dakota County Public Health, PH-Doc system.

¹² "Screened Positive" indicates that the client answered "yes" to one or more of the following questions.
<https://www.sbirttraining.com/node/525>

1. In the last three months, have you felt you should cut down or stop drinking or using drugs?

2. In the last three months, has anyone annoyed you or gotten on your nerves by telling you to cut down or stop drinking or using drugs?

3. In the last three months, have you felt guilty or bad about how much you drink or use drugs?

4. In the last three months, have you been waking up wanting to have an alcoholic drink or use drugs?

¹³ Dakota County Public Health Department

¹⁴ IBID.

¹⁵ Mickus, Rachel. Dakota County Community Corrections. June 1, 2022.

¹⁶ The 1,111 high risk clients with an active Drug Testing Condition does not represent all clients testing, but those that could be tested as a court ordered condition. Not all clients with an active Drug Testing Condition are tested for opioids.

¹⁷ Verby, Benjamin. Dakota County Sheriff's Office.

¹⁸ CJN and Dakota County Sheriff's Office.

PRESCRIPTION DROP-BOXES

- 13) Between 2017 and March 31, 2022, subsidized with Drug Enforcement Administration (DEA) funding, Dakota County paid approximately \$12,805 for destruction of prescription and over-the-counter drugs collected in drop-boxes.¹⁹
- 14) The drug collection program began in 2011 with 3 sites and has expanded over the last several years to 10 sites in 2022.²⁰
- 15) From 2017 to 2021, the pharmaceutical program disposal and supply costs for Dakota County estimated \$16,792.36. Since its commencement in 2011, Dakota County has spent over \$69,000 to implement the pharmaceutical program, not including law enforcement time.²¹

LAW ENFORCEMENT

- 16) From 2017 to 2020, the number of non-marijuana narcotic arrests in Dakota County totaled 2,295, making up 45.2% of all drug related arrests in that time period.²²
- 17) From 2018 to 2021, the Dakota County Drug Task Force recovered 28,313 illegal prescription pill doses.²³
- 18) From 2018 to 2021, the Dakota County Drug Task Force recovered 358.68 grams of heroin.²⁴
- 19) From 2018 to 2021, the Dakota County Drug Task Force recovered 19,667 illegal counterfeit fentanyl pill doses.²⁵
- 20) From 2018 to 2021, the Dakota County Drug Task Force recovered 155.24 grams of pure powder fentanyl.²⁶

DAKOTA COUNTY ATTORNEY

- 21) From 2018 to 2021, the number of heroin cases charged in Dakota County decreased from 55 to 38 cases, totaling 204 cases in that time period.²⁷ It peaked at 64 cases in 2020.²⁸

¹⁹ Grant, John. Dakota County Drug Task Force.

²⁰ Otterson, Kristi. Dakota County Environmental Resources.

²¹ Otterson, Kristi. Dakota County Environmental Resources.

²² "Minnesota Bureau of Criminal Apprehension (BCA), 2020 Uniform Crime Report, "Drug Abuse Arrests by County." (p.57 - "county" link)

"Minnesota Bureau of Criminal Apprehension (BCA), 2019 Uniform Crime Report, "Drug Abuse Arrests by County." (p.57 - "county" link)

"Minnesota Bureau of Criminal Apprehension (BCA), 2018 Uniform Crime Report, "Drug Abuse Arrests by County." (p.57 - "county" link)

"Minnesota Bureau of Criminal Apprehension (BCA), 2017 Uniform Crime Report, "Drug Abuse Arrests by County." (p.58 - "county" link)

²³ Commander Bryan Hermerding. Dakota County Drug Task Force.

²⁴ Commander Bryan Hermerding. Dakota County Drug Task Force.

²⁵ Commander Bryan Hermerding. Dakota County Drug Task Force.

²⁶ Commander Bryan Hermerding. Dakota County Drug Task Force.

²⁷ 2021 County Attorney Office Highlights. Office of Dakota County Attorney.

2020 County Attorney Office Highlights. Office of Dakota County Attorney.

2019 County Attorney Office Highlights. Office of Dakota County Attorney.

2018 County Attorney Office Highlights. Office of Dakota County Attorney.

²⁸ 2020 County Attorney Office Highlights. Office of Dakota County Attorney.

MEMORANDUM


**DAKOTA COUNTY ATTORNEY'S OFFICE
KATHRYN M. KEENA
COUNTY ATTORNEY**

CIVIL DIVISION

**DAKOTA COUNTY JUDICIAL CENTER
1560 HIGHWAY 55
HASTINGS, MN 55033-2392
Phone: 651-438-4438
Fax: 651-438-4479**

DATE: August 10, 2022

TO: Dakota County Board of Commissioners

FROM: Thomas Donely, First Assistant Dakota County Attorney 

RE: Summary of Distributors and Johnson & Johnson Settlement
Administration
CAO File No.: LT-2018-24

PURPOSE

The purpose of this Memorandum is to summarize the next steps for the administration of settlement proceeds relating to McKesson Corp., Cardinal Health and AmerisourceBergen (the "Distributors") and Johnson & Johnson ("J&J") settlements (the "Settlements") and the Minnesota Opioids State-Subdivision Memorandum of Agreement ("State Agreement") for the allocation of the funds from the Settlements in Minnesota ("Settlement Funds"). The County Board of Commissioners approved the Settlements and State Agreement on December 14, 2021.

BACKGROUND

On August 16, 2018, Dakota County filed a complaint commencing litigation against the manufacturers and distributors of opioid drugs for the costs the County has incurred and will incur to address the opioid overdose and addiction crisis. The case was removed to federal court and consolidated pursuant to the multi-district litigation (MDL) rules under the jurisdiction of U.S. District Court Judge Dan Polster with over 2,000 similar cases initiated by states, counties and municipalities around the nation. As expected, litigation

progressed slowly. Some trials resulted in favorable verdicts and awards to governmental claimants, prompting settlement with the Distributors and J&J.¹

A critical mass of litigating subdivisions joined the Settlements and Distributors and J&J elected to proceed with the Settlements. The maximum payout by the Distributors will be \$21 billion (over 18 years) and \$5 billion by J&J (over 9 years). During the 2022 legislative session, the Minnesota legislature adopted changes to the Opiate Epidemic Response fund to implement the State Agreement allowing for allocation of 25% for the Settlement Funds directly to the State ("State Abatement Fund"), and 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds") and codifying reporting requirements. The total to be received by Dakota County over 18 years is estimated to be \$9,814,545.38.

The Minnesota Attorney General' Office has recently obtained consent judgments in district court to finalize the Settlements. The Directing Administrator of the Settlements, BrownGreer PLC, is completing the payment calculations and the administrative steps to receive payments. The Settlements require notice, including provision of payment instructions, to the local subdivisions 50 days before payments can be made. *As of this date, we do not know the timing of the notice, date of first payment or the amount of the payment.*

USE OF SETTLEMENT FUNDS

Once the Directing Administrator begins processing payments for Minnesota, Dakota County will receive its 2021 and 2022 allocations.² Settlement Funds may be utilized only for future opioid remediation activities identified as "Approved Uses" by the Settlement and the State Agreement. **Exhibit A** contains the Approved Uses with the general categories of Treatment, Prevention and Other Strategies. The expenditures must be incurred after the effective date of the agreements on February 25, 2022.

The settlements require 85% of funds be allocated to programs that will help address the ongoing opioid crisis through treatment, education, and prevention efforts. Reasonable administrative costs may not exceed 10% of the relevant allocation.

¹ As discussed in previous memorandums, the litigation has result in bankruptcy filings from Purdue Pharma and Mallinckroft. Litigation continues with other defendants, including pharmacies such as Walgreens and CVS. Pharmaceutical manufacturer Teva has recently proposed a tentative settlement of approximately \$4 billion. The bankruptcies and other settlements will follow a similar structure as the Settlements discussed in this Memorandum as far as permitted uses of funds and reporting requirements.

² Initial deposits from the settling defendants were put into escrow in 2021 with the Directing Administrator in 2021. Annual payments are scheduled for July 15.

The Settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. This fund includes \$1.6 billion for outside counsel representing participating subdivisions. The State Agreement includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are now capped at 15% by order of the court. The Backstop Fund is funded by 7% of the funds allocated to local subdivision. So, 7% (or \$687,018.18) of the \$9,814,545.38 allocated to Dakota County would be placed in this fund. This represents a significant reduction from the County's 25% retainer agreement with Motley Rice. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

Each county receiving Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Settlement Funds and to encourage collaboration both within and beyond the county. These meetings must be open to the public. Engagement with local law enforcement is also encouraged. For Local Governments, such as the County, that have public health departments, the State Agreement specifies that the public health departments must serve as the lead agency and chief strategist to identify, collaborate, and respond to local issues.

REPORTING USE OF SETTLEMENT FUNDS

Dakota County will directly receive Settlement Funds and must report data annually on those expenditures to Minnesota Department of Human Services (DHS). DHS will collect, collate, and publicly report this data. The annual reporting must include information on the expenditures funded with Settlement Funds, including details on programs or services drawn from the categories of Approved Uses. **Exhibit B** details the three parts of the reporting requirements.

Reporting is based on the level of funding for the activity. For activities or programs with less than \$25,000 in expenditures that calendar year, the County is only required to complete Part I (Contact Information) and Part II (Information on funded service/program). 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. Reporting for the previous calendar year is due annually by March 31, beginning in 2023.

As the Dakota County opioid crisis response moves from litigation to administration of settlement funds, the Dakota County Public Health Department will take the lead on those administration matters. The County Attorney's Office will provide updates in the future regarding ongoing litigation with pharmacies, the status of the Purdue and Mallinckrodt bankruptcies, and the Teva settlement.

TRD

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.
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.
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 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.

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 (“*CTI*”), 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

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

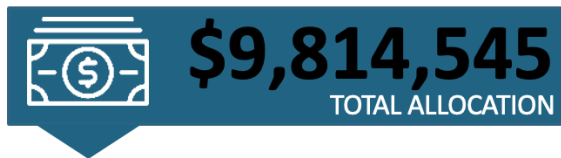
- Service/program/activity (drop-down, multiple select box, if feasible)
- Budget for the program/service, actual expenditure on the program/service
- Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
- Remediation category (drop-down, if feasible)
- 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.

Opioid Settlement Funding

PHASE I - Opioid Funding Source



J & J

\$1,887,413

YR 2022 – 2029

- Nearly 75% will
be distributed in the
first three years

Distributors

\$7,927,133

YR 2022 – 2038

- McKesson Corporation
- Cardinal Health, Inc.
- AmerisourceBergen
Corporation

YEAR	J & J	DISTRIBUTORS	TOTAL
2021/2022	\$931K	\$880 K	\$1.8 M
2023	\$465 K	\$440 K	\$905 K
2024	\$81 K	\$440 K	\$521 K
2025	\$81 K	\$440 K	\$521 K
2026	\$81 K	\$440 K	\$521 K
2027	\$81 K	\$440 K	\$521 K
2028	\$81 K	\$440 K	\$521 K
2029	\$81 K	\$440 K	\$521 K
2030	-	\$440 K	\$440K
2031	-	\$440 K	\$440 K
2032	-	\$440 K	\$440 K
2033	-	\$440 K	\$440 K
2034	-	\$440 K	\$440 K
2035	-	\$440 K	\$440 K
2036	-	\$440 K	\$440 K
2037	-	\$440 K	\$440 K
2038	-	\$440 K	\$440 K

Backstop Fund

The Backstop Fund is funded by 7% of the funds allocated to local subdivision. So, 7% (or \$687,018.18) of the \$9,814,545.38 allocated to Dakota County would be placed in this fund. This represents a significant reduction from the County's 25% retainer agreement with Motley Rice. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.



Eligible Use of Funds

Minnesota Opioids State-Subdivision Memorandum of Agreement

Treatment

- Treat Opioid Use Disorder
- Support People in Treatment and Recovery
- Connect people who need help to the help they need
- Address the needs of criminal justice involved persons
- Address the needs of the perinatal population, caregivers and families, including babies with neonatal opioid withdrawal syndrome

Prevention

- Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
- Prevent misuse of opioids
- Prevent overdose deaths and other harms

Other Strategies

- First Responders-law enforcement expenditures related to opioid, education, wellness and support services for first responders
- Leadership, Planning and coordination-dashboard to share reports, recommendations and opioid indicators, invest in infrastructure or staffing to support collaborative, cross system coordination
- Training
- Research
- Post-Mortem

Assessment of Dakota County Opioid Related Services

July 2022

Department	Current Programming
Public Health	<ul style="list-style-type: none"> • Support EMS Advisory Committee in purchasing and distributing Narcan • SBIRT – Screen Brief Intervention Refer to Treatment Training • Family Home Visiting substance use assessment and referral using the CAGE -AID tool • Women Infants and Child (WIC) substance use assessment and referral • Disease Prevention and Control Response to sexually transmitted disease outbreaks related to Opioid Use • Community Narcan training • Working with school districts to develop Narcan policies and procedures for school nurses
Social Services	<ul style="list-style-type: none"> • Cost Share of chemical dependency treatment through the Behavioral Health Fund • Substance Use Disorder system coordination, including providing public with information about available options for assessment, treatment, withdrawal management and other services • Social worker staffing for problem-solving courts – adult, juvenile, and family • Social worker staffing for jail Re-entry Assistance Program (RAP) with a focus on SUD service planning • Funding for peer mentoring in the Child Protective Services area • Social Workers co-located in the jail to support -the transition and care coordination Medical Assisted Treatment (MAT) in the jail. • Operate DHS-licensed Jail Treatment Program in the Dakota County jail. • Embedded Social Workers in police departments • Screening and case management for people under SUD civil commitment • Peer mentoring contract for family court • Peer recovery support in the jail and community with MN Recovery Connection • Sober Housing • Parent Mentoring
Corrections	<ul style="list-style-type: none"> • Drug Court • Drug Testing • Community Outreach and Engagement
Sheriff's Office	<ul style="list-style-type: none"> • Prescription Drop Box destruction costs • Drop box with Environmental Resources • Narcan and PPE in Patrol Cars • United Way Opioid Community Awareness and Education • Sheriff's Office community outreach/engagement
Veterans Services	<ul style="list-style-type: none"> • Chemical health requirement • Assessment and Referral • Have a statutory authority to refer to treatment • Veterans' treatment court in collaboration with Carver County
County Attorney's Office	<ul style="list-style-type: none"> • Prevention Education • Annual Prosecution Highlights



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1290

Agenda #: 5.2

Meeting Date: 8/16/2022

DEPARTMENT: Social Services

FILE TYPE: Regular Information

TITLE

Update On Impacts Of Service Provider Capacity Issues In Disability Services And Recommended Next Steps

PURPOSE/ACTION REQUESTED

Receive an update on impacts of provider capacity issues on County operations in disability services and consider next steps in addressing larger systemic issues.

SUMMARY

Social Services staff provided an update at the July 12, 2022, Community Services Committee of the Whole meeting on impacts of provider capacity issues. Staff will provide additional details on operational impacts within disability services, including statutory responsibilities related to case management and assessments for long-term services and supports. See Attachment: Community Living Services Brochure, for general description of programs and services, and Attachment: Details of Services Provided, for additional details including the number of people served in each program.

Staff will also make recommendations to convene a Board workgroup to assess additional actions the County may take to create long-term solutions. Staff will present a draft structure, timeline, and membership for this workgroup for Board feedback.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

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

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Community Living Services Brochure

Attachment: Details of Services Provided

BOARD GOALS

☒ A Great Place to Live

☐ A Healthy Environment

☐ A Successful Place for Business and Jobs

☐ Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

☐ Inform and Listen

☐ Discuss

☐ Involve

☒ N/A

CONTACT

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Call for an assessment:

651-554-6336

or visit www.dakotacounty.us
and search *aging and disability*.



Tell staff about yourself and then decide if you would like an assessment scheduled.

A community living specialist will meet with you to complete a free MnCHOICES Assessment.

The MnCHOICES assessment is a way to share your goals, needs and what you want for support.

After the assessment

You will receive a written plan with information about your care needs and options for services and supports.

The goals of services are to support independent living, good health, safety and community involvement.

Additional Resources

Dakota County Crisis Response Unit
952-891-7171

24 hour hotline to help with mental health crisis support, family education and community resources referrals

Dakota County Public Assistance
651-554-5611

Provides food, medical, cash and emergency financial assistance and childcare information. Find forms at www.dakotacounty.us, search *public assistance*.

Disability Hub
1-866-333-2466

Free service for people with disabilities that provides resources to help manage health, benefits, housing and more.

Senior Linkage Line
1-800-333-2433

Free service connecting older adults and their families with the help they need.

Veterans Linkage Line
1-888-546-5838

Free service that assists military veterans and their families in receiving benefits.



Dakota County Social Services

1 Mendota Road W. Suite 300

West St. Paul, MN 55118

Walk-in hours 8 a.m.–4 p.m. Monday–Friday



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2022

Community Living Services

Resources for People with Disabilities and Older Adults



Supporting independence



Social Services **83**

Service funding that may be available to you

For people with disabilities or older adults who use Medical Assistance

Consumer Support Grant

For people who need help with daily activities and routines as directed and managed by each person. Allows for the hiring of staff, and the purchase of supplies and equipment.

Home Care Services

For people who need home health aide and/or skilled nursing support.

Personal Care Assistance

For people who need someone to help with daily activities and routines.



Program eligibility includes meeting service and financial requirements. Certain income and asset requirements may apply.

Services and case management for people with disabilities or older adults who use Medical Assistance

Brain Injury Waiver

For children and adults who have a brain injury who may otherwise need nursing facility or hospital care.

Community Alternative Care Waiver

For children and adults who are chronically ill and may otherwise need hospital care.

Community Alternatives for Disabled Individual Waiver

For children and adults who may otherwise need nursing facility care.

Developmental Disability Waiver

For children and adults who have an intellectual or developmental disability.

Elderly Waiver

For people age 65 and over who need help with personal cares or household tasks in their own home, or help paying for services in an assisted living community.

Other services for people with disabilities or older adults

Alternative Care

For people age 65 and over who need help with personal cares or household tasks. This is a cost-sharing program that includes case management.

Essential Community Supports

A limited menu of services for people age 65 and over who can arrange for their own health and safety needs. This program includes case management.

Family Support Grant

Cash grants for people under the age of 25 with a disability who live in their family home.

Developmental Disabilities (Rule 185) Case Management

Provides help for people who have an intellectual or developmental disability to get community supports and services.

Semi-Independent Living Services

Services to build independent living skills for adults who have an intellectual or developmental disability.

**Call 651-554-6336
for an assessment**

Dakota County Social Services

Services Provided to Individuals with Disabilities

Social Services connects individuals with disabilities to a variety of services that promote independence and community living. Below is a brief description of those programs.

MnCHOICES Assessments

This assessment is the first step in determining eligibility for public programs that support people with disabilities living in the community. Assessments are completed by a Community Living Services nurse or social worker with a focus on understanding each person's unique needs and preferences.

Case Management and Services

Dakota County administers several state and federal programs that connect individuals with disabilities to a variety of services and supports.

- Community Access for Disability Inclusion (CADI) – Program that provides home and community-based services to children and adults with disabilities who are eligible for medical assistance, certified disabled, and require the level of care provided in a nursing facility. These services are an alternative to institutionalization. They help a person live as independently as possible in community settings and promote optimal health, independence, safety, and community integration.
- Community Alternative Care Waiver (CAC) – Program that provides home and community-based services to children and adults who are eligible for medical assistance, certified disabled, and are chronically ill or medically fragile – requiring the level of care provided in a hospital. These services are an alternative to institutionalization. They help a person live as independently as possible in community settings and promote optimal health, independence, safety, and community integration.
- Brain Injury Waiver (BI) – Program that provides home and community-based services to children and adults with a diagnosis of brain injury who are eligible for medical assistance, certified disabled, and require the level of care provided in a specialized nursing facility or neurobehavioral hospital. These services are an alternative to institutionalization. They help a person live as independently as possible in community settings and promote optimal health, independence, safety, and community integration.
- Developmental Disability Waiver (DD) - Program that provides home and community-based services to children and adults eligible for Rule 185 Case Management* who are eligible for medical assistance and require the level of care provided in an intermediate care facility for persons with developmental disabilities (ICF/DD). These services are an alternative to institutionalization. They help a person live as independently as possible in community settings and promote optimal health, independence, safety, and community integration.

***Developmental Disability (DD) Rule 185 Case Management**

Rule 185 case management for children and adults with developmental disabilities or related conditions assists people in gaining access to needed social, medical, educational, and other supports and services.

Dakota County Social Services

Services Provided to Individuals with Disabilities

The assigned case manager works with the person to identify their unique needs and preferences, and to identify and coordinate services and supports. This case management is also sometimes referred to as Vulnerable Adult DD (VA/DD).

State Plan Services

- **Personal Care Assistance (PCA)** - Services to help people with day-to-day activities in their home and community to maximize independence. Personal care assistance services help a person with day-to-day activities in their home and community. PCAs help people with activities of daily living, health-related procedures and tasks, positive behavioral support, etc. PCA services are available to eligible people enrolled in a Minnesota Health Care Program and receive eligibility and authorization through a MnCHOICES assessment.

Consumer Directed Supports (CDS)

- **Consumer Support Grant (CSG)** - A state-funded alternative to Minnesota Health Care program home care services of home health aide, personal care assistance and/or homecare nursing. The Consumer Support Grant Program allows eligible individuals to convert the state portion of payments for the home care services into a cash grant. With county assistance, individuals can manage and pay for a variety of home and community-based services. The CSG program provides greater flexibility and freedom of choice in service selection, payment rates, service delivery specifications and employment of service providers. Parents, spouses, family members, trusted neighbors or friends can be paid for service, as well as employees of traditional home care provider agencies.
- **Consumer-directed Community Supports (CDCS)** - A service option available to people on the home and community-based services (HCBS) waivers. CDCS gives a person flexibility in service planning and responsibility for self-directing their services, including hiring and managing support workers. CDCS may include traditional services and goods, and self-designed services.

Dakota County Social Services Services Provided to Individuals with Disabilities

The following table details the number of individuals with disabilities served in each of these programs in 2021.

Dakota County Social Services to Individuals with Disabilities (2021)

Description	Total Number of People Served
MnCHOICES Assessments	8,070
Community Access for Disability Inclusion (CADI)	2,366
Community Alternative Care Waiver (CAC)	54
Brain Injury Waiver (BI)	152
Developmental Disability Waiver (DD)	2,023
Developmental Disability Non-Waiver	1,070
Personal Care Assistance (PCA)/Consumer Support Grant (CSG)	1,200**
Case Management Services (all programs)	7,016

**These cases are assessed by a contracted agency called MVNA/Alliance; people eligible for state plan services may or may not also be eligible for and receiving case management.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1262

Agenda #: 7.1

Meeting Date: 8/16/2022

Adjournment