

CARVER COUNTY

**Court Services Probation/
Health and Human Services Child and Family**

**Request for Proposal
Drug Testing Supplies, Collection, and Testing Services**

Issued: September 16, 2024

Due: October 11, 2024

For additional information, contact:

**Kristi Holcomb, Court Services Supervisor
Carver County Court Services
604 East Fourth Street
Chaska, MN 55318
kholcomb@carvercountymn.gov**

Questions regarding the RFP may be submitted via this link:

<https://forms.office.com/g/fgfDqDTGWE>

Responses to submitted RFP questions may be found via this link:

[Court Services \(Probation\) | Carver County, MN \(carvercountymn.gov\)](https://www.carvercountymn.gov/court-services-probation)

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REQUEST FOR PROPOSAL DRUG TESTING

I. GENERAL OVERVIEW

A. Purpose and Scope

Carver County Court Services and Carver County Health and Human Services, located in Chaska, Minnesota, are requesting proposals for drug testing services for adult and juvenile pretrial and probation clients, treatment court participants, and human services clients and families. The number of tests ordered will fluctuate, increasing or decreasing depending upon the number of clients ordered to testing and the availability of funding, where applicable. Applicants should refer to Exhibit #4, at the very end of this request for proposal, for recent drug testing data for 2022-2023, and part of 2024, in Carver County.

The term of the agreement will be January 1, 2025 through December 31, 2029, with annual approval as necessary. This Request for Proposal (RFP) is intended to provide respondents, hereafter referred to as the "Respondents," guidelines for preparing and submitting proposals.

All laboratory drug testing services provided under any resulting Contract must meet all applicable local, state, and federal ordinances, laws, rules, and regulations. All laboratory sites must be licensed prior to execution of any Contract, and commencement of services. Should any of the laws, standards, rules, or regulations change during the Contract term, the updated version will take precedence. The Respondent and the Department shall work cooperatively to ensure service delivery is in complete compliance with all mandates and requirements.

B. Instructions for Submitting Proposals

Proposals may be submitted by mail, but an electronic submission is preferred. Electronic submissions may be sent to the email address below or hard copies to the address below. Submission must be received by 4:30 p.m. (CDT) on October 11, 2024.

Kristi Holcomb
Carver County Court Services
604 East Fourth Street
Chaska, MN 55318
kholcomb@carvercountymn.gov

C. Terms and Conditions

1. Rejection of Proposals

Carver County reserves the right to reject any or all proposals. Bids the County may reject include, but are not limited to, those which do not, in its opinion, serve the best interest of Carver County or the intent of this project.

2. Incurred Costs

Carver County will not be liable for any expenses incurred by any Respondent in connection with the preparation or submission of a response to this RFP.

3. Economy of Preparation/Proposal Presentation

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

4. Waiver of Irregularities

The County reserves the right to waive technicalities or irregularities, to accept any portion of a response, when responses are by items, to reject any or all responses, and to make arrangements in the best interest of the County.

5. **Review/Selection Schedule: -**

September 16, 2024	Release of Request for Proposals (RFP)
October 11, 2024	Proposal Submission Deadline
Week of October 14, 2024	Proposal Evaluation Period
Week of October 21, 2024	Oral Presentations (if requested)
Week of October 28, 2024	Selection of Vendor
November/December, 2024	Contract Review Process/Board Action
January 1, 2025	Services in place

6. Oral Presentations

Respondents who submit a proposal may be required to make an oral presentation of their proposal. These presentations provide an opportunity for Carver County to ask additional questions. Carver County will schedule this presentation, if required.

7. Contract

It is proposed that if a selection is made as a result of this RFP, the Respondent whose proposal, as determined by Carver County, shows them to be most qualified will be required to enter into a contract (Exhibit #1) that establishes payment for services and terms.

8. Contract Termination

If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the County, the County may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

9. Prime Contractor Responsibilities

The Contractor will be required to assume responsibility for all services offered in its proposal whether or not the Contractor provides them. Further, the Contractor will be the sole point of contact with Carver County with regard to the contractual matters, including payment of any and all charges resulting from the contract. The Contractor may enter into a subcontract(s) for portions of this project with the written authorization of Carver County.

10. Indemnification/Hold Harmless

The Contractor agrees to indemnify and hold Carver County harmless for liability the County may incur resulting from the actions of the Contractor or its agents. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

11. Insurance Requirements

The Contractor will be required to meet Carver County insurance requirements (see Exhibit #1). A certificate of insurance to evidence such coverage must be submitted to Carver County prior to execution of a contract.

12. License

Contractor shall provide proof of applicable licensure or certification prior to execution of a contract.

13. The Contractor will be required to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the facilities, programs and staff for which the Contractor is responsible, which includes, but is not limited to, all Standard Assurances (see Exhibit #1).

14. Program Evaluation

The Contractor must maintain information specified by Carver County that will contain sufficient detail to enable the County to monitor and evaluate program goals and objectives.

D. Evaluation of Proposal/Selection Criteria

All Respondents are expected to comply with the instructions for the preparation and submission of proposals. Respondents should provide a clear and comprehensive description of the proposed program and costs so that no additional information is needed for evaluation of the proposal.

It should be noted that the award will be based on factors of both cost and program design. Thus, it is expected that a contract will be awarded to the Respondent whose proposal is determined to be programmatically superior within a competitive financial range. Such determination will be based upon evaluation of the information furnished (and as outline in the Scoring Criteria section below) using the selection criteria listed below:

1. Program Design

- a) Incorporation of the RFP's specifications into the contractor's proposal.
- b) Adherence to timelines established in the RFP.
- c) Technical, operational and financial feasibility of the proposal.
- d) Planned relationships with subcontractor(s) if Respondent intends to subcontract portions of the work.
- e) Ability to conform to evaluation measures.

2. Other Factors

- a) References.
- b) Local preference.

II. NATURE OF SERVICES TO BE DELIVERED

A. Specimen Collection

- 1) Respondents must agree to provide off-site collection located within Carver County. (For the purposes of this agreement "off-site" means anywhere in eastern Carver County other than the Carver County Justice Center or the Government Center campus).
- 2) Respondent agrees to provide both male and female staff to observe same-sex collections of adult and juvenile clients at the off-site collection space. The staffing pattern used is the Respondent's option as long as it is sufficient to adequately handle the volume of traffic. Staff

utilized must be trained and qualified to perform the duties of collection services. Respondents shall include the method of background checks that will be conducted on all collections staff.

- 3) The collection facility shall have the capacity to be open and staffed seven (7) days per week, with testing dates being offered on random days throughout the month to include a minimum of twice weekly testing offered. Collection hours are at the discretion of the Respondent; however, they must be reasonable enough to accommodate client schedules and must include evening and weekend hours to handle the referral load.
- 4) Respondents must coordinate an effective client notification system as requested by the specific referring agency. The type of notification system (call-in, web-based, text message, email, etc.) is the Respondent's choice as long as the system accommodates all clients and referrers in an effective and efficient manner. This system must also meet the requirements of the referring agencies in terms of randomness and frequency of testing. The Respondent must also be flexible in accommodating non-random ("on demand") testing referrals. Respondents must demonstrate a means and method of notifying the appropriate referring agency within 24 hours of those clients who fail to test on his/her assigned day.
- 5) Alternative testing: Historically, urine samples have been the preferred method for drug testing. However, the Respondent may present options for alternative testing (oral, hair, patch, blood, etc.). Alternative testing may be used in conjunction with urine testing, however, should not be the primary testing option in this proposal. Any alternative testing done upon execution of the contract will need to first be approved by the Respondent.
- 6) Respondent must provide a description of the quality control procedures for specimen collection.
- 7) Respondent must provide a description of urinalysis testing procedures and list of supplies utilized.

B. Specimen testing/results:

- 1) Respondent shall provide information on testing availability for, including, but not limited to: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy, Fentanyl, Heroin, Methadone, Methamphetamines, Oxycodone, other Opiates, PCP, and THC. Respondent shall also demonstrate ability to test for Bath Salts, Dextromethorphan (DXM), Gamma-Hydroxybutyric Acid (GHB), K2/Spice, Ketamine, LSD, Xylazine, as well as discuss other specialty tests that are available.
- 2) All specimens must be tested for adulteration, dilutions, and/or substitution. Respondent must include information advising of all methods of detecting these conditions.
- 3) Laboratory-based testing of specimens from the collection site will be the standard (approximately 75% of the testing population). Respondent is responsible for retrieving and transporting all specimens collected for laboratory testing from testing location(s).
- 4) Respondent shall provide information on "instant" point-of-collection testing options for probation agents and health and human services case managers who utilize instant devices during the course of case management (approximately 25% of the testing population). Some of these specimens may be sent for laboratory-based confirmation testing if determined necessary by county staff personnel.
- 5) Respondent shall provide information on methods of confirmation testing. Preference will be given for confirmation results received within 48 hours of collection of the sample.
- 6) Respondents must provide results in electronic format after collection. Preference will be given to Respondents who have integrated their lab results with the Court Services Tracking System (CSTS) database.
- 7) Respondent must include a description of their operational website and case management system and include the website link in the proposal. Referrers must be able to check

Respondent's website for urinalysis results for clients who do not have their lab results integrated with the CSTS database.

- 8) Respondents shall include documentation of all forensic and professional licensures and certifications related to specimen testing.
- 9) An Affidavit of the certifying scientist is required by the Court when probation agents allege probation violations for clients testing positive. Respondent must agree to send qualified representatives to appear and testify in court in person when requested.

C. Reporting:

- 1) All reports are expected to be provided in electronic format with the following information:
 - a) Specimens which are dilute, adulterated, and /or substituted.
 - b) Comparisons between collection screening and lab results. This shall include all samples that were unable to be tested for whatever reason (broken chain of custody, etc.).
 - c) Report of results with positive readings on multiple drugs.
 - d) Daily log of persons not submitting a sample as scheduled.
- 2) Provide quarterly and year-end statistical reports within three weeks of the end of each quarter and calendar year by department, as requested. Special reporting may be required for treatment court participants specifically, with the following information which includes, but is not limited to: total number of tests performed, number of missed tests, number and percentage of diluted specimens, number and percentage of positive tests, and number and percentage of positive tests by substance. Flexibility with reporting requirements will be necessary based upon the needs of the serviced agencies and/or treatment court reporting needs.

D. Implementation:

- 1) Respondent shall provide a timeline and implementation plan for initiating the requirements in the event the proposal is accepted.
- 2) Said implementation plan shall include an estimated timeframe and an overview of the project phases.

E. Pricing:

- 1) Respondent shall offer potential panel configurations, which should at a minimum include amphetamine/methamphetamine, buprenorphine, cocaine, EtG, fentanyl, MDMA, morphine, methadone, oxycodone, THC, tramadol, and adulteration testing capabilities. Treatment Court participants may be required to submit to more comprehensive testing, so Respondent should provide extended testing options to support this population.
- 2) Respondent shall include itemized fees as an attachment within the proposal.
- 3) Fee document should include fees for collections of the samples, if any, within the price sheet.
- 4) Respondent must have the ability to submit invoices to separate county departments on a monthly basis by the 15th of the month or as needed. Any invoices received 60 days after the actual date of service will be rejected for payment for lack of compliance with allowable invoicing procedures.
- 5) Respondent must also demonstrate the capacity to receive and account for payments at the time of service for those clients directed to pay at the time of collection.

F. Training to Staff

- 1) The Respondent shall provide initial training on location at Carver County within the first 30 days of the Contract to include: written instructions and materials covering all aspects of the laboratory services provided, specimen collection procedures, instructions and precautions for shipping and handling specimens, chain of custody documentation, explanation of forms and collection supplies, results reporting and any other pertinent topics, and expert testimony services. This training is needed, as ad-hoc specimen collection by Carver County staff will occur as part of case management.
- 2) Ongoing training shall be made available upon request during the Contract period.

G. References

- 1) Reference sheet must be filled out with all reference contact information.
- 2) Respondent must submit at least three references.
- 3) If possible, references that include similar situations to this proposal in terms of county size and scope of services are preferred.

III. SCORING CRITERIA

- 1) Demonstrated ability to comply with the specifications and provisions of this proposal regarding off-site collections, 365 days a year testing, 48 hour return of results, and ability to integrate results into CSTS.
- 2) Ability to provide an array of testing services and testing products. Include information on any subcontractors that may be used to provide these services, if applicable.
- 3) Demonstrated experience and success with justice and child welfare drug testing programs.
- 4) Cost in relation to the array of services provided, ability to accept cash/credit payments from self-pay clients, and ability to conform with county billing practices.
- 5) References will be assessed for overall work experience, record of services provided, and responsiveness to problem/challenge areas.
- 6) Ability to provide data as requested.

IV. PROPOSAL SUBMISSION

Proposals may be submitted by mail, but an electronic submission is preferred. Electronic submissions may be sent to:

Kristi Holcomb, Court Services Supervisor
kholcomb@carvercountymn.gov

Address:
Carver County Court Services
604 E. 4th St.
Chaska, MN 55318

V. RIGHTS

Carver County reserves the right to change and/or modify the rules and regulations of the vendor prior to the acceptance of the contract with the vendor.

VI. EXHIBITS

1. Sample Contract (Professional Services Agreement)
2. Contractor Fact Sheet
3. References
4. Recent drug testing and sample data for Carver County January 1, 2022- August 8, 2024

Exhibit 1:

**CARVER COUNTY
INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through _____ (Division), (ADDRESS), (hereafter “County”) and _____ (ADDRESS) (hereafter “Contractor”).

RECITALS

WHEREAS, the County, wishes to purchase the services of Contractor for _____; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until _____.

The cost of this Agreement shall not exceed \$_____.

2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Services shall be provided in accordance with the criteria set forth in the attached Exhibit(s):
[list exhibits]

The Contractor guarantees all data, services and material supplied conform to the County’s specifications and against inferiority as to specification, such guarantee shall be unconditional.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against counties.

If payment under this Agreement is dependent upon the availability of Federal, State, County or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the County.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the County shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted

are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the County.

Contractor certifies that payment for purchased services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is received by the County.

Pursuant to Minnesota Statute § 471.425 the Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 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 an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

4. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the County pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

5. INDEPENDENT CONTRACTOR

- a. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- b. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- c. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- d. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on its behalf.

6. INDEMNIFICATION AND INSURANCE

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A. Commercial General Liability Insurance Policy with the following minimum limits:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$ 100,000 Fire Damage Limit
 - \$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.
- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per Wrongful Act or Occurrence
- D. Cyber Liability (when required) the following minimum limits apply:
 - \$4,000,000 Aggregate
 - \$2,000,000 Each Occurrence
- E. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- F. Worker's Compensation Insurance.
- G. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

- A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules

promulgated pursuant to Chapter 13. The person responsible for release of all data under this Agreement shall be the Division Director of the County employee identified in provision 10.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No data may be released by the Contractor to a third party without the express consent of the County's representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared for or by the County whether having commercial value or not shall remain with the County. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the County, and all such material or data shall be remitted to the County by the Contractor upon completion, termination or cancellation of this contract. The Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the County.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, such failure shall constitute default. Unless the Provider's default is excused by the County, the County may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the County may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

<u>Contractor</u>	<u>County/Division</u>
Name	Name
Address	Address
Phone	Phone
E-mail	E-mail

- E. The County and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate their effects.

11. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor to the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to, discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the County of any statute of limitations or exceptions on liability. If the County does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

D. Responsible Contractor.

The contractor specifically acknowledge and agree to meet all applicable requirements and standards as a Responsible Contractor as defined in Minnesota Statute Section 16C.285 (2014) as amended and any administrative rule promulgated to implement the Minnesota Statute Section 16C.285. All first-tier subcontractors shall verify through a signed statement under oath that they meet the minimum criteria to be a responsible contractor as defined in Minnesota Statute Section 16C.285.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

18. PREVAILING WAGE

Employees, laborers subcontractors of the Contractor pursuant to this Agreement working or receiving employment and training services for which financial assistance, including grants, loans and tax abatement to a person engaged in manufacturing or sale of goods and services as defined by Minnesota Statute § 116J.871, subdivision 1(c) and is provided by the State of Minnesota shall be paid the prevailing wage as defined by Minnesota Statute § 177.42, subdivision 6.

Contractor, having signed this Agreement, and the Carver County Board of Commissioners having duly approved such on the ____ day of _____, 20__ and pursuant to the proper County and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

COUNTY OF CARVER
STATE OF MINNESOTA

Contractor/Date

Chairperson, County Board/Date

County Administrator/Date

Exhibit #2

Contractor Fact Sheet

1. Name/address of applicant agency:

Name: _____

Address: _____

Director: _____

Phone: _____

2. Please check one of the following:

- Incorporated for Profit
- Incorporated for Non-Profit (501-C-3)
- Partnership
- Proprietorship
- Governmental Unit
- Other, Please describe _____

3. Contact Person, if other than Director:

Name: _____ Title: _____ Phone: _____

4. Names of Persons authorized to sign contracts:

Name	Title	Phone
_____	_____	_____
_____	_____	_____

5. Please indicate tax identification numbers as applicable to your organization:

Social Security: _____

MN Tax I.D. Number: _____

Federal Employer I.D. Number: _____

Please attach the following items to your proposal:

- Annotated Board of Directors roster
- Organizational Chart
- Provide three references including name, address, telephone number and business relationship
- Identify any government contracts you currently hold in the State of Minnesota or surrounding States
- Brochures, annual report or other information about your organization to aid us in making a decision

Exhibit #3

References

NAME:	NAME:
CONTACT:	CONTACT:
ADDRESS:	ADDRESS:
PHONE #:	PHONE #:
DATE OF MOST RECENT WORK:	DATE OF MOST RECENT WORK:

NAME:	NAME:
CONTACT:	CONTACT:
ADDRESS:	ADDRESS:
PHONE #:	PHONE #:
DATE OF MOST RECENT WORK:	DATE OF MOST RECENT WORK:

NAME:	NAME:
CONTACT:	CONTACT:
ADDRESS:	ADDRESS:
PHONE #:	PHONE #:
DATE OF MOST RECENT WORK:	DATE OF MOST RECENT WORK:

Exhibit #4:

PROBATION AND CHILD AND FAMILY DRUG TESTING DATA TABLE***

<u>Type of specimen</u>	<u>2022</u>	<u>2023</u>	<u>2024 (through 8/8/24)</u>
<u>Urine</u>	3,178	2,762	1,539
<u>Oral swab</u>	unknown	unknown	0
<u>Sweat Patch</u>	unknown	54	35
<u>Hair</u>	unknown	24	20
<u>Nail</u>	unknown	unknown	4

***Please note: These numbers are not exact. The data was reported by our current vendor and their contracted laboratory. Some urine sample data that was not available may have been approximated. Alternative testing data (non-urine) that was not available are indicated in the table above. These data include drug testing for Court Services and Health and Human Services combined.

Drug Court participants are occasionally tested by their treatment provider while in the program. It is estimated that the treatment providers performed 145-150 tests on Drug Court participants in 2024 (through 8/8/24). These numbers are NOT included in the chart above. Carver County's cap in Drug Court is 25 participants. As of this writing, the program was nearly at capacity (21). Drug Court participants are required to test a minimum of twice per week.