

## Contractor Site Access Policy

### Purpose:

In order to provide and maintain a safe, secure workplace, promote the health and welfare of their employees, protect their public image and physical assets, and preserve a good relationship with their clients and customers, the DCCDA has established access requirements for all contractors, subcontractors, and their respective employees, representatives, agents, independent contractors, vendors and suppliers.

### Definitions

- “DCCDA” – Dakota County Community Development Agency.
- “Contractor” – Any contractor, including that contractor’s subcontractors.
- “Employee” – Any employee, independent contractor, representative, agent, vendor or supplier of a Contractor or Contractor’s subcontractor, respectively.

### Pre-Access Requirements

Contractors and their Employees requiring access to the DCCDA’s property or assets, or to any property or asset of any client or customer of the DCCDA, whether the Contractors, Employees, or any of them, are acting as a representative of the DCCDA (which representation is subject to the prior, written approval of the DCCDA, which approval may be withheld, delayed or denied at the absolute and sole discretion of the DCCDA), or otherwise, and/or who have been provided prior, written approval by the DCCDA for access to the DCCDA’s respective confidential and proprietary information, must complete and pass a background check and drug test prior to being granted physical or electronic access via any specified medium to the DCCDA, pursuant to the following conditions:

- Contractor Responsibilities ○ It is the Contractor’s responsibility, at the Contractor’s sole expense, to arrange and provide for all necessary background checks and drug tests for their Employees, through the vendor of their choice. ○ All costs and expenses associated or incurred, directly or indirectly, with regard to these site access requirements will be the responsibility of the Contractor, including but not limited to any wages or other payments which may be part of a collective bargaining agreement. ○ The Contractor will determine, and certify in writing to the Agencies, the eligibility of Employees to perform work for the DCCDA, consistent with the parameters of this policy.
- In addition, the State of Minnesota requires each Contractor (and sub-contractor) employee be screened via the Minnesota Bureau of Criminal Apprehension’s Computerized Criminal History system. This is a free system that can be accessed at [Minnesota Public Criminal History \(state.mn.us\)](https://www.mn.gov/Minneapolis-Public-Criminal-History)
  - At the beginning of each program year (July 1<sup>st</sup>), contractors will be responsible to provide the CDA Weatherization Coordinator documentation that the background check via the MN website (above) was completed for all employees (and any sub-contractor employees) that may access property to conduct CDA work. Documentation will include a copy of each search conducted.

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- Contractors will be responsible to do the same screening and submit the same documentation for employees (and sub-contractors) hired throughout the program year that may access property to conduct CDA-approved work.
- A person performing the CDA-approved work cannot complete her/her own criminal background screening via the MN website (above). If the contractor is a sole-proprietor or has no employees that do not complete the CDA-approved work on site will need to submit the necessary information (full name, date of birth) to the CDA Weatherization Coordinator for the completion of the screening. Documentation of the screening will be provided to the contractor.
- If a sub-contractor is a sole-proprietor or has no employees that do not complete the CDA-approved work on site must submit the necessary information (full name, date of birth) to the contractor for completion of the screening. The contractor is then responsible to provide the sub-contractor and the CDA Weatherization Coordinator documentation of the screening.
- Criminal Background Check
  - Background checks will include:
    - a Social Security Number (SSN) verification;
    - a national criminal scan; and
    - county criminal searches to include the county of each Employee’s current residence and the county of current or most recent employment.
  - A repeat background check is required when an Employee leaves his or her employ and is rehired after an absence of no less than six (6) months.
  - A Contractor is responsible for re-evaluating an Employee’s site access when the Contractor becomes aware that an Employee has been involved in criminal activity that could potentially disqualify the Employee’s access status. If the Employee is determined to pose an unacceptable risk, the Contractor shall immediately remove that Employee from the site.
  - The following factors are of particular concern to the DCCDA and shall be closely scrutinized and monitored by the Contractor in determining the eligibility of each Employee for site access:
    - Drug use, manufacturing, trafficking, sale or intent to sell/distribute, or any of them;
    - Significant honesty issue (e.g., extortion, embezzlement, perjury, theft, forgery);
    - Serious violent behavior (e.g., rape, sexual assault, aggravated assault, armed robbery, arson, manslaughter);
    - Any employment-related criminal misconduct; and/or
    - Any criminal conviction for any behavior, activity or issue which in any way relates to or involves one or more sites or access to any site.
  - Any factors identified on a Contractor’s employee’s background check will be reviewed and assessed on a case-by-case basis.

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- Drug Testing ○ At a minimum, a five (5) panel drug test will be completed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified testing facility.
  - Drug testing parameters will follow Department of Transportation (“DOT”) guidelines. ○ Any Employee testing positive or any test deemed to be positive, pursuant to DOT guidelines, shall be ineligible to perform any future work under any contract or agreement with the DCCDA.
  - A repeat drug test is required when an Employee leaves his or her employ and is rehired after an absence of no less than six (6) months.

**Working Visitor Access**

Contractors and trade unions shall adhere to the Pre-Access Requirements as stated above, and each Contractor shall be responsible for any violation by any Employee of that Contractor, by any trade union official, employee, representative or agent involved in any matter regarding that Employee, that Contractor, or both. It may be necessary under certain conditions, determined in the sole and absolute discretion of the DCCDA, to allow access to a site under these Working Visitor access provisions. The DCCDA will consider requests for Working Visitor access based on the circumstances of the request, site conditions, and any and all other factors as determined by the DCCDA, and in the sole and absolute discretion of the DCCDA. Working Visitor access may be revoked at any time and for any or no reason, in the sole and absolute discretion of the DCCDA.

- Working Visitor – Allows an individual to perform work on a site, whether scheduled or unscheduled, for either, as determined in the sole and absolute discretion of the DCCDA, a period of no more than five (5) consecutive workdays or while awaiting any background check and drug test to be completed and approved.
  - Working Visitor access is appropriate in situations such as, but not limited to, short notice call to work, emergency repair, a manufacturer’s representative’s need, or the need for a mechanic for vehicle repair.
  - The DCCDA is responsible for ensuring that a Working Visitor is escorted at all times while on site by a Contractor or the DCCDA’s employee or representative. The Contractor has primary responsibility for escorting their Employees who are under a Working Visitor status. An Employee who has been issued a picture keycard may act as an escort for that Contractor’s Employees. Any Employee may also act as an escort, provided, however, that the Contractor is solely responsible for all actions and omissions of that Employee and of all of its Employees with regard to Working Visitor matters and for any third party designated as a Working Visitor with regard to that Contractor.
  - When work unexpectedly has to extend beyond the five (5) day limit, which extension is subject to the sole and absolute discretion of the DCCDA, a background check and drug test must be initiated by the Contractor. Working Visitor access status will remain in effect for the affected individual(s) until the background check(s) and drug testing have been completed and approved as described above.

**Post Access Drug Testing Requirements**

- Reasonable Suspicion Testing ○ When there is reasonable suspicion to believe an Employee is in possession of or under the influence of alcohol or any illegal drug while working under the DCCDA’s

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Master Construction Agreement, the Contractor shall evaluate the Employee’s behavior and conduct all necessary drug and alcohol tests, and the Contractor shall in writing immediately notify the DCCDA of such behavior and testing, and shall immediately following the availability to the Contractor of the results of such testing notify the DCCDA in writing of such results and of the actions taken by the Contractor with regard to such results. “Reasonable suspicion” is a belief based on behavioral observations or other evidence sufficient to lead a reasonable person to suspect that an individual is under the influence of alcohol or any illegal drug, and that that individual presents exhibiting traits such as but not limited to slurred

speech, inappropriate behavior, decreased motor skills or restricted ability to understand requests, directives, speech or writings.

- All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or any other payments that are part of a collective bargaining agreement.
- Any Employee or other individual who has at any time been removed from the DCCDA’s property, a work site, a job site, or any of them, for such reasonable suspicion testing will not be eligible to return to such property, work site or job site until the Contractor certifies in writing that that Employee or other individual tested negative for drugs and alcohol.
- Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with DCCDA, and shall, except as otherwise determined by the DCCDA and in the sole and absolute discretion of the DCCDA, not be permitted onto or into any DCCDA property or on any work site or job site.

Post Incident Testing ○ Employees will be required to undergo drug and alcohol testing when involved in or believed to cause, by action or omission, a work-related accident while working under contract with the DCCDA, where the Contractor was operating or assisting in the operation of machinery, equipment, or vehicles involved in a work-related accident which resulted in medical care or treatment, property/equipment damage, or both, and the Contractor shall in writing immediately notify the DCCDA of such incident and testing, and shall immediately following the availability to the Contractor of the results of such testing notify the DCCDA in writing of such results and of the actions taken by the Contractor with result to such results.

- All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
- Any Employee or other individual involved in such an incident may continue working (except in those cases where reasonable suspicion testing is, in the sole and absolute discretion of the DCCDA, warranted), but such Employee or individual will require escorted access until the Contractor certifies that that Employee or individual tested negative for alcohol and illegal drugs.
- Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with the DCCDA, and shall, except as otherwise determined by the DCCDA and in the sole and absolute discretion of the DCCDA, not be permitted onto or into any DCCDA property or on any work site or job site.

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**Special Project Considerations**

When the needs of a project warrant, in the sole and absolute discretion of the DCCDA, modification to these testing parameters, where a Project Labor Agreement (“PLA”) or other collective bargaining agreement exists or is negotiated, or any of them, a project specific policy, to be determined in the sole and absolute discretion of the DCCDA, shall determine the applicable site access requirements.

**Enforcement:**

Contractors will maintain background and drug testing records in accordance with all applicable federal and state regulations.

The DCCDA reserves the right, in their respective sole and absolute discretion, to refuse site access to anyone, and to audit, interview and investigate any and all Contractors, subcontractors, Employees, and their respective records, documentation and data, whether in written or electronic form, and however stored or maintained, with regard to compliance with the terms and conditions of policies addressed or referenced in this Attachment B – Contractor Site Access Policy.

Failure by the Contractor to strictly adhere and conform to the terms and conditions of this Policy, including any violations of the Policy, may result in the termination by the DCCDA, in the sole and absolute discretion of the DCCDA, of a Contractor’s Master Contractor Agreement.

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**Background Check & Drug Test Certification**

\_\_\_\_\_ does certify that  
**Company**

\_\_\_\_\_  
**Employee**

**Completed and passed the background and drug test.**

**Background Check:**

1. Date: \_\_\_\_\_
2. Company: \_\_\_\_\_

**Drug Testing:**

1. Date: \_\_\_\_\_
2. Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Company/Contractor  
Representative

**\*MUST BE COMPLETED FOR EACH EMPLOYEE FOR CONTRACTORS AND SUBCONTRACTORS WORKING AS PART OF THIS RFP. WILL NEED TO BE SUBMITTED AT TIME OF SIGNING CONTRACT, IF AWARDED CONTRACT.**

## **Contractor Sexual Harassment Policy**

It is the policy of the DCCDA that sexual harassment of any of the DCCDA employees, customers, clients, representatives, agents, contractors or independent contractors is forbidden. Sexual harassment increases hostilities, creates an offensive and hostile working environment, decreases productivity, adversely affects positive working relationships and positive work environments, unnecessarily increases operating costs and expenses of the DCCDA, and tarnishes the image of the DCCDA in the communities they serve and among their stakeholders (collectively, the “Policy”).

For purposes of this Policy, sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when such conduct is directed at or related to one's gender and includes any one or more of the following: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or working or business relationship, 2) submission to or rejection of such conduct by an individual is used as a basis for employment or working or business relationship decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile working environment.

Sexual harassment is a violation of the Minneapolis Civil Rights Ordinance, the Minnesota Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, and other applicable federal, state and municipal laws, statutes, ordinances, rules, regulations, and codes. Any occurrence of sexual harassment may further result in liability to the Agencies and their respective employees, officers, representatives, agents, contractors, independent contractors, vendors, suppliers, or any of them. Sexual harassment occurring in the work place, including in the homes of any of the Agencies' customers or clients, or at any work site or job site, is unacceptable and will not be condoned or tolerated; nor will sexual harassment be condoned or tolerated in the DCCDA's employment environment or arena, including but not limited to recruiting, testing, hiring, transfer, promotion, discipline, termination, or any other area of employment.

Any instance or occurrence of sexual harassment arising anywhere and at any time within the DCCDA's work places (including but not limited to in the homes of any of the DCCDA's customers or clients), business environments, work sites, or job sites is to be reported immediately to the DCCDA, and as applicable to the involved contractor.

## **Contractor Data Privacy Policy**

The DCCDA expects and requires that their contractors respect the privacy of the DCCDA's respective clients, customers, employees, and other independent contractors and subcontractors (individually or collectively, the “Clients”), and that the DCCDA's contractors take seriously their respective responsibilities regarding the security of information held on data subjects which in any way concerns or relates to the DCCDA, the Clients, or any of them. This Data Privacy Policy (the “Privacy Policy”) has been created to generally describe the way in which the DCCDA requires that their contractors strictly comply with and adhere to this Contractor Data Privacy Policy (the “Privacy Policy”).

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This Privacy Policy applies to all of the DCCDA contractors (individually or collectively, the “Contractors”) and to the Contractors’ respective employees, shareholders, members, partners, directors, governors, representatives, agents, subcontractors, independent contractors, vendors and suppliers (those last twelve categories, collectively, the “Employees”).

The Contractors and their respective Employees shall comply with the Minnesota Data Practices Act and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, codes, orders, executive orders, decrees, rules, regulations, restrictions, directives, contracts and grant documents with regard to all data provided by, regarding or to the Agencies, the Clients, or any of them, this RFP, the subject matter of this RFP, and any and all data created, gathered, generated, used, accessed or acquired with regard to the DCCDA, the Clients, this RFP, the subject matter of this RFP, or any of them; provided, however, that each Contractor receiving or responding in any manner to this RFP, whether by submitting a proposal, entering into a construction agreement with the DCCDA, or otherwise, and who has at any time authorized or requested that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by the DCCDA, furnish to the DCCDA, any information requested by the DCCDA, for due diligence purposes and with regard to any of the information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the RFP, shall accept and assume any and all liability and responsibility for any and all such furnishing of information by any such third party to the DCCDA and the Contractor warrants and covenants to indemnify and hold the DCCDA, Clients, and each of them, harmless from any and all liabilities and expenses incurred by the DCCDA, Clients, or any of them, as a result of any act or omission of the Contractor or Employees with respect to such due diligence.

Contractors and their Employees shall only use personal data of any kind, type or nature which the Contractors, the Employees, or any of them, have collected in relation to the DCCDA, the Clients, or any of them, where the Contractors and the Employees have the consent of the DCCDA or the Clients, as applicable, when it is lawful to do so, and only so long as such data are limited to use for matters directly concerning the work performed or to be performed by that Contractor and the Employees, or any of them, for that Client or Clients, as specified in the Contractor’s fully-executed Master Construction Agreement with the DCCDA. No information, whether personal data or otherwise (which information shall include, but not be limited to, access to any Client or DCCDA real or personal property, Client or DCCDA contact information or directories, benefit or compensation administration or workforce management, performance management, performance reviews, Client eligibility for the DCCDA-administered or –related program, development, training, budgeting, planning, security, security management, transaction process, or financial administration), with regard to any Client or the DCCDA shall be used by the Contractors, the Employees, or any of them, for any other purpose absent the prior, express, written consent of the Client and the DCCDA, as applicable.

Contractors and their Employees shall not collect, store, access, disseminate, distribute, publish or otherwise use personal data about any Client or DCCDA without those parties’ respective prior, express, written consent. Only authorized Contractors and their Employees with valid work-related needs may, at the sole and absolute discretion of the applicable Agencies, which discretion may be withheld, delayed or denied, be granted access to such data.

The DCCDA may update this Privacy Policy from time to time. All material changes to this Privacy Policy shall be disseminated to Contractors (who shall be solely responsible for disseminating such changes to their Employees)



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through correspondent from the DCCDA at least thirty (30) calendar days prior to the implementation of any such changes.

**What is covered in this Privacy Policy?**

This Privacy Policy is divided into the following sections:

- What is Personal Data;
- Transfer of Personal Data;
- Security of Personal Data;
- Rights of a Data Subject to Personal Data Held by Contractors; and • Enforcement of this Privacy Policy.

**What is Personal Data?**

**Personal data** is any information that allows a specific individual to be identified. The type of personal data which the Agencies may collect include an individual’s name, title, address(es), household income, phone number(s), and social security number.

**Sensitive personal data** is information relating to a data subject’s racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union, physical or mental conditions, sexual life, commission or alleged commission of any illegal or criminal act, offense or any proceeding for any offense committed or alleged to have committed by a data subject, the disposal of such proceeding, or the sentence of any court in any such proceeding.

**Transfer of Personal Data**

Contractors shall insure that they shall not under any circumstances transfer to or provide access to their Employees or any third parties with any personal data or sensitive personal data held by the DCCDA with regard to any Client, absent the prior, express, written consent of the DCCDA and that Client, and Contractors and their Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy.

**Security of Personal Data**

Contractors shall maintain in place appropriate technical and security measures necessary to prevent unauthorized or unlawful access to or accidental loss, destruction or damage of any personal data or sensitive personal data with regard to any Client, DCCDA, and shall insure that their Employees receive all relevant training with regard to fulfilling the respective Contractor’s requirements and obligations under this Privacy Policy. These measures shall seek to ensure that the appropriate level(s) of security, consistent with this Privacy Policy, are maintained with regard to the use, handling, and processing, and the nature, of the personal data and sensitive personal data to be protected. Securely held personal data and sensitive personal data will only be accessible by authorized members of the Contractors’ respective Employees, and each Contractor and its Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy. Contractor shall insure that those Employees of Contractor with access to personal data or sensitive personal data are informed of their responsibility to protect the security of such data and fully and strictly adhering to and complying with this Privacy

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Policy. Contractors shall insure that their Employees’ respective access to such data is controlled through data networks that use technologies such as password protection to restrict access only to authorized users.

**Rights of a Data Subject to Personal Data Held by Contractors**

Contractors will only keep such personal data and sensitive personal data for so long as such data are permitted by law to be kept, and only as directly relevant for the purpose(s) for which such data were collected. During such period of time, any Client or DCCDA who is such a data subject may in writing contact the applicable Contractor at any time to request any and all information, copies of such data and related documents, or any of them, concerning the personal data, sensitive personal data, or all of them, in Contractor’s possession or control, regarding him, her or its Clients, as applicable, all information in the possession, use or control of such Contractor as to the source of such personal data, the purposes for which such data are being used, and all other relevant information, and the Contractor shall provide to such data subject all such data and documents requested and in the possession, use or control of Contractor within ten (10) calendar days following such request. Additionally, any data subject may request in writing that the Contractor correct, update, supplement or delete such personal data held regarding them, together with the basis for such correction, updating, supplementation or deletion, as applicable, and any documentation supporting or regarding any such correction, updating, supplementation or deletion, as applicable. Contractor shall abide by such request(s) to the greatest extent possible, and Contractor shall, in no more than ten (10) calendar days following such request, confirm in writing to such data subject and in sufficient detail the nature and extent of Contractor’s addressing such request.

**Enforcement of This Privacy Policy**

The DCCDA is responsible for and shall have jurisdiction over the enforcement – as determined by the DCCDA and with regard to any Contractor with the DCCDA has any relationship pursuant to this RFP, the Master Construction Agreement, or either of them -- of this Privacy Policy. If any data subject has a question or enquiry about this Privacy Policy or a complaint about the way any Contractor may have used his, her or its Clients’ respective personal data or sensitive personal data, he, she or it should contact the DCCDA for assistance.

**COVID – SAFE WORK PRACTICES**

Below is the Dakota County Community Development Agency (DCCDA) plan for how to provide WAP services during an Infectious Disease outbreaks.

Workplace

The DCCDA will take proactive steps to protect the workplace in the event of an infectious disease outbreak so that operations may be maintained. DCCDA will take steps to see that employees are safe within the workplace, and to ensure that Weatherization services are continuously provided to our clients. These steps include educating current and new employees on best practices to interrupt the spread of infectious diseases, maintaining a clean and hygienic workspace, and providing the necessary tools and systems to maintain a healthy environment.

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Audits and Inspections

Precautions will be taken for the safety of our staff and clients. A health questionnaire will be presented verbally to each client prior to home entry:

- Within the last 14 calendar days, have you been diagnosed with or been in close and prolonged physical contact (within less than six feet for at least 15 minutes) with someone diagnosed with an Infectious Disease?
- Do you have new or worsening onset of any symptoms that you cannot attribute to another health condition?

If there is evidence of infection, the audit/inspection will be postponed. Auditors and inspectors will don PPE after washing and/or sanitizing. Required PPE includes a surgical mask or better. Optional PPE includes eye protection and hand protection, at the auditor's/inspector's discretion or client's preference. Masks will be available for our clients as needed. In addition, care will be taken to maintain six feet of social distance from clients.

Contractors/Work Orders

All contractors entering client homes must verify there is no active Infectious Disease in the home prior to work. If there is an Infectious Disease, such as COVID-19 or the flu, work will be postponed and rescheduled. Prior to home entry, PPE will be donned after washing or sanitizing hands. A surgical mask or better will be worn in the home. Care will be taken to maintain six feet of social distance from clients.

Teleworking

The DCCDA has the capacity for the Weatherization staff to work remotely. This includes access to email, servers, and phone systems to work closely with clients, contractors, and funders. Teleworking will be implemented if staff are ill or have been exposed to Infectious Disease, as deemed appropriate by the agency. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100-degree F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications.