

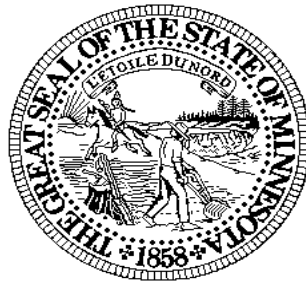
MINNESOTA DEPARTMENT OF HUMAN SERVICES

ALCOHOL AND DRUG ABUSE DIVISION

AND

ADULT MENTAL HEALTH DIVISION

REQUEST FOR PROPOSALS



**FOR
QUALIFIED GRANTEEES TO**

**PROVIDE EFFECTIVE EVIDENCE-BASED TREATMENT FOR PERSONS
WITH CO-OCCURRING DISORDERS ACCESSING OUTPATIENT SUBSTANCE ABUSE
AND MENTAL HEALTH TREATMENT PROGRAMS IN MINNESOTA**

For communication assistance, contact Minnesota Relay Service at 7-1-1 or 1-800-627-3529. If you ask, we will give you this information in another form, such as Braille, large print, or audiotape.

July 27, 2009

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I. INTRODUCTION

A. PURPOSE OF REQUEST

The Minnesota Department of Human Services (DHS), through its Alcohol and Drug Abuse Division (ADAD) and Adult Mental Health Division (AMHD), seeks proposals from current outpatient treatment grantees participating in the DHS Co-occurring State Incentive Grant (COSIG) project. DHS will assist providers to further enhance capacity to treat co-occurring disorders in these treatment settings. The total amount of grant funds available is \$200,000 for one year of funding. It is anticipated that approximately five to ten programs will be awarded grants.

B. OBJECTIVE OF THIS RFP

The objective of this RFP is to contract with a qualified Responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for one year, October 1, 2009 through September 30, 2010.

Proposals must be submitted by **4:00 p.m. Central Daylight Savings Time on August 21, 2009**. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

C. BACKGROUND

According to SAMHSA's Treatment Improvement Protocol (TIP) 42, persons with co-occurring substance abuse and mental illness are:

"Individuals who have at least one psychiatric disorder as well as an alcohol or drug disorder. While these disorders may interact differently in any person (e.g. an episode of depression may trigger a relapse into alcohol abuse, or cocaine use may exacerbate schizophrenic symptoms) at least one disorder of each type can be diagnosed independently of the other."

Individuals with these disorders have always been in the mix of the substance abuse and mental health treatment system; however, many have not been effectively served.

*"Although co-occurring disorders have been associated with poorer substance abuse treatment outcomes and higher costs of care, few individuals with concurrent disorders receive appropriate mental health care...mental health problems are largely unrecognized and untreated in substance abuse programs. This lack of recognition and treatment is an important problem, because co-occurring mental health problems have consistently been associated with poorer treatment outcomes...In addition, costs of care and utilization are higher for individuals with co-occurring disorders....Finally, of course, untreated mental illness leads to increased disability and reduced quality of life."*¹

In 2006, the Minnesota Department of Human Services received a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) to increase capacity to provide accessible, effective, comprehensive, coordinated/integrated, and evidence-based treatment services to persons with co-occurring substance abuse and mental health disorders.

Goals of the grant were to 1) train clinicians in core competencies for the improved treatment of persons with co-occurring mental health and substance disorders, 2) research financial structures for the payment of treatment of co-occurring disorders, and 3) begin to develop a level of program and individual clinician capacity to treat co-occurring disorders using evidence-based research practices.

Subsequently, grants were awarded to treatment agencies that were licensed as both a substance treatment facility and certified as a mental health clinic/center, and behavioral health tribal entities. Grants enabled programs to begin implementing integrated programming, policies and procedures, and train clinicians in core elements of co-occurring services.

II. SCOPE OF WORK

¹ Hunter et al. "Training Substance Abuse Treatment Staff to Care for Co-occurring Disorders" Journal of Substance Abuse Treatment 28 (2005)239-245

A. OVERVIEW

The Alcohol and Drug Abuse Division (ADAD) and Adult Mental Health Division (AMHD) working in collaboration to further develop statewide infrastructure of Dual Disorder Capable (DDC) and Dual Disorder Enhanced (DDE) programs throughout Minnesota, are issuing this Request for Proposals for agencies/programs that participated in the COSIG Project. As an outcome of this project, programs will refine current work plans to identify specific areas of the substance abuse treatment services and/or mental health treatment service to reach a level of Dual Disorder Capable (DDC) or Dual Disorder Enhanced (DDE) service, as designated by the “Dual Disorder Capability in Addiction Treatment” (DDCAT v3.2) and Dual Disorder Capability in Mental Health Treatment (DDCMHT) Indices. Copies of the DDCAT and DDCMHT can be viewed at www.dms.dartmouth.edu/prc/dual/atstr/

To assist treatment providers and states interested in developing co-occurring disorders treatment capacity, the DDCAT and DDCMHT scales were developed as a way to measure quality improvement practices for co-occurring services capacity. In Minnesota, the DDCAT and DDCMHT have been used to provide technical assistance to programs participating in the federal Co-occurring State Incentive Grant (COSIG). The DDCAT and DDCMHT categories allow agencies to develop a plan for improving and enhancing current services for treating persons with co-occurring disorders. The scales will continue to be used in Minnesota as a technical assistance document that will provide a framework for achieving dual diagnosis capability in the treatment of co-occurring disorders.

Essential elements of a DDC program include using a stage-wise treatment approach, identifying and documenting the chronology and interaction of the disorders, and applying specialized treatment interventions.

DHS will make resources available to treatment facilities who demonstrate a desire and commitment to continue to develop and maintain dual diagnosis capable (DDC) or dual diagnosis enhanced (DDE) treatment services. Responders will submit evidence of commitment to this project by management, from executive director to clinical supervisors. The Responder needs to elaborate on why the organization wants to continue moving forward with treating individuals with co-occurring substance abuse/dependence and mental illness, and how this fits in with the mission and vision of providing substance abuse services to communities.

Responders will also be required to complete and submit the program’s co-occurring disorders implementation current work plan as part of the application process.

At the end of the grant period, a follow-up DDCAT and/or DDCMHT review will be conducted in order to measure progress and provide information on strengths and areas for improvement in meeting DDC or DDE capability.

Staff training will be a part of this project, focusing on enhancing the competencies of staff working in DDC facilities.

At the end of this project, DHS will officially recognize those programs that meet the DDC or DDE standard.

B. TASKS/DELIVERABLES

Applicants will be required to document evidence of commitment to the project by submitting:

- A. A written pledge by the executive director and program director(s) to ensure the availability of the fiscal and human resources necessary to sustain the adoption of evidence-based treatment for individuals with co-occurring disorders after the one-year grant period expires.
- B. The identification of internal agency “champions for change” (and other interested personnel) for participation on the implementation team. Specific names and job titles of individuals should be identified in the application.
- C. As part of this project, grantees will be required to:
 - Work with DHS staff on a refined implementation/strategic plan based on the most recent DDCAT and DDCMHT reports, utilizing the following categories:
 - I. Program structure
 - II. Program milieu
 - III. Clinical process – assessment
 - IV. Clinical process – treatment
 - V. Continuity of care
 - VI. Staffing
 - VII. Training
 - Form an implementation team and designate a leader
 - Develop and implement a clinical supervisory plan for maintaining co-occurring services in the workforce
 - Utilize a multidisciplinary case consultation format for the systematic review of co-occurring disorder cases
 - Convene monthly internal implementation meetings, including DHS representation. Meeting minutes will be taken by a committee member for distribution and follow-up
 - Participate in phone consultation sessions with DHS staff and other grantees as arranged
 - Participate in an agency on-site review at the end of the grant year to measure accomplishments made during the funding period.

Selection of proposals for grant funding will NOT be based on what information is reported in the internal survey document completed as part of this grant application. Rather, it is important to present an accurate picture of the current status of the program in implementing evidence-based practices for individuals with co-occurring disorders. This will assist DHS to meet individual program technical assistance needs.

III. PROPOSAL FORMAT

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section II - *Scope of Work* and agree to the contract conditions specified throughout the RFP.

A. REQUIRED PROPOSAL CONTENTS

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component). Each of these components must be separate from the others and uniquely identified with labeled tabs.

1. Table of Contents
2. Proposal Requirements
 - a. Executive Summary
 - b. Description of the Applicant Agency
 - c. Description of Target Population
 - d. Project goals and objectives
 - e. Budget proposal
 - g. Financial/Professional Responsibility
 - h. Completed copy of the Internal Survey Document (appendix H)
3. Innovative Concepts (*If Applicable*)
4. Required Statements
 - a. Responder Information and Declarations
 - b. Exceptions to Terms and Conditions
 - c. Affidavit of Noncollusion
 - d. Trade Secret/Confidential Data Notification
5. Appendix (*If Applicable*)

Any additional information thought to be relevant, but not applicable to the prescribed format, may be included in the Appendix of your Proposal.

B. PROPOSAL REQUIREMENTS

The following will be considered minimum requirements of the Proposal. Emphasis should be on completeness and clarity of content.

1. **Executive Summary:** This component of the proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services. The executive summary should be confined to one page, 12 point type, single spaced.
2. **Description of the Applicant Agency:** This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program. The Responder should demonstrate the length, depth, an applicability of all prior experience in providing the requested services. Letters of reference may be included. The Responder should also demonstrate the skill and experience of

lead staff and designate a project manager with experience in planning and providing the proposed services.

3. **Description of Target Population:** Describe the level of need for services in your community and what group or groups of individuals will be targeted for services by the program. Discuss whether your program and activities will have a local, regional or statewide impact and whether they will serve low- and moderate-income individuals and families. Include a description of the referral system(s) used by the program to reach the target population.
4. **Project goals and objectives:** This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program's effectiveness.
5. **Project Activities and Implementation plan:** All proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. ***Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response.*** This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement.
6. **Budget proposal:** This section should specify the grant amount requested and detail all expenses for **non-reimbursable services** to be provided as part of the proposed project. Describe and explain what the estimated costs pay for. Identify what other ancillary services will be provided that have costs with them and which components are essential to delivering minimum quality services.

Include a budget narrative for the applicant and each subcontracting agency. Explain the proposed use of the grant funds and matching funds. Your explanation should provide sufficient detail to justify the total amount budgeted in each category.

The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. Responders are encouraged to apply for only the amount needed for non-reimbursable activities in proposed programs. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds and overall cost-effectiveness.

7. **Financial/Professional Responsibility:** It is crucial that the State locate reliable vendors to serve our clients. The Successful Responder must be both fiscally and professionally responsible. Therefore, Responders must include in their Proposals both sufficient financial documentation to establish their financial stability and satisfactory information regarding their professional responsibility.

Financial information may include a current Financial Statement, a copy of an independent audit conducted within the last year, documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a Responder is either substantially or wholly owned by another corporate entity, the Proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Responder in each and every term, covenant, and condition of such

contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

(If the Responder is a county government or a multi-county human services agency that 1.) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meets the requirements of the Single Audit Act, the Responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county's financial status.)

Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past six years against your organization or its employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All Proposals must also include information about pending litigation and/or litigation resolved within the past two years that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, and the dollar amount being requested as damages, and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with \$x damages awarded, verdict for Responder, etc.).

Responder should also submit information which demonstrates recognition of their professional responsibility. This may include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within DHS who may be involved in the decision-making process, and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization's Proposal may be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a Responder's financial and professional status.

C. INNOVATIVE CONCEPTS (*If Applicable*)

The detailed needs and requirements for Responders in this RFP are not intended to limit the Responder's creativity in preparing a Proposal. Responders may submit innovative ideas, new concepts, partnership arrangements, and optional features in response to this RFP. However, Responder must still address the needs and requirements stated in this RFP. Submitting only a different idea instead of addressing the needs and requirements stated in the RFP will result in the Responder's Proposal being found non-responsive and receiving no further consideration.

Any additional innovative concept submitted by a Responder will only be reviewed after the required needs stated in the RFP have been addressed. The State will review such additional features to determine whether or not, in the State's sole discretion, the features enhance the Responder's proposal. If, at the State's sole discretion, it is determined that the additional innovative concepts would enhance the rest of the Responder's Proposal, the State *may* award bonus points to the Responder's Proposal in accordance with the evaluation process of this RFP.

D. REQUIRED STATEMENTS

The following are required statements that must be included with your Proposal. Complete the correlating forms found in the RFP Appendix and submit them as the “Required Statements” section of your Proposal.

1. *Responder Information and Declarations*

Complete and submit the attached “*Responder Information and Declarations*” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. *Exceptions to RFP Terms*

The contents of this RFP and the Proposal(s) of the Successful Responder(s) may become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the attached “*Exceptions to RFP Terms*” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard State contract which give the Responder a material advantage over other Responders may result in the Responder’s Proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of the Contract. Also, Proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive Proposals and rejected from further consideration for contract award.

3. *Affidavit of Noncollusion*

Each Responder must complete and submit the attached “*Affidavit of Noncollusion*” form.

4. *Trade Secret/Confidential Data Notification*

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the Successful Responder/s. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the contract or by law.

If the Responder submits information in response to this RFP that it believes to be trade

secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37, and the Responder does not want such data used or disclosed for any purpose other than the evaluation of this Proposal, the Responder must:

- a. clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “**TRADE SECRET**” or “**CONFIDENTIAL**” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;
- b. fill out and submit the attached “*Trade Secret/Confidential Information Notification Form*”, specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;
- c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minn. Stat. §13.37 and the factors discussed in *Prairie Island Indian Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for Proposal information; and
- d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

The State reserves the right to reject a claim if it determines Responder has not met the burden of establishing that the information constitutes a trade secret or is confidential. **The State will not consider prices or costs submitted by the Responder to be trade secret materials.** Any decision by the State to disclose information designated by the Responder as trade secret/confidential will be made consistent with the Minnesota Government Data Practices Act and other relevant laws and regulations. If certain information is found to constitute a trade secret/confidential, the remainder of the Proposal will become public; only the trade secret/confidential information will be removed and remain nonpublic.

The State also retains the right to use any or all system ideas presented in any Proposal received in response to this RFP unless the Responder presents a positive statement of objection in the Proposal. Exceptions to such Responder objections include: (1) public data, (2) ideas which were known to the State before submission of such Proposal, or (3) ideas which properly became known to the State thereafter through other sources or through acceptance of the Responder's Proposal.

IV. RFP PROCESS

A. RESPONDERS' QUESTIONS

Responders' questions regarding this RFP must be submitted in writing prior to **4:00 p.m. Central Daylight Savings Time on August 7, 2009**. All questions must be addressed to:

Request for Proposal Response
Attention: Kathy Mostrom
Alcohol & Drug Abuse Division
Department of Human Services
Elmer Andersen Building
P.O. Box 64977
St. Paul, MN 55164-0977
Phone (651) 431-2469
FAX #: (651) 431-7449

Questions may also be e-mailed to: Kathy.Mostrom@state.mn.us.

Other personnel are **NOT** authorized to discuss this RFP with Responders before the proposal submission deadline. **Contact regarding this RFP with any State personnel not listed above could result in disqualification.** The State will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, with the intent that they are sent no later than **August 13, 2009**.

B. PROPOSAL SUBMISSION

One (1) original and six (6) copies of the Proposal must be submitted. Proposals must be physically received (not postmarked) by **4:00 p.m. Central Daylight Savings Time on August 21, 2009** to be considered. Late Proposals will not be considered and will be returned unopened to the submitting party. **Faxed or e-mailed Proposals will not be accepted.**

Clearly label the original "Proposal – Original" and each copy "Proposal – Copy". All Proposals, including required copies, must be submitted in a single sealed package or container. Proposals should be submitted in three-ring binders or spiral bound binders with each section indexed with label tabs. The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder's discretion.

The above-referenced packages and all correspondence related to this RFP must be delivered to:

Attention: Kathy Mostrom
Alcohol & Drug Abuse Division
Department of Human Services
444 Lafayette Road N.
St. Paul, MN 55155
Phone (651) 431-2469

It is solely the responsibility of each Responder to assure that their Proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.**

V. PROPOSAL EVALUATION AND SELECTION

A. OVERVIEW OF EVALUATION METHODOLOGY

1. All responsive Proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on “best value” as specified below, using a 100 point scale. The evaluation will be conducted in three phases:
 - a. Phase I Required Statements Review
 - b. Phase II Evaluation of Proposal Requirements
 - c. Phase III Selection of the Successful Responder(s)
2. During the evaluation process, all information concerning the Proposals submitted, except identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.
3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

B. EVALUATION TEAM

1. A evaluation team will be selected to evaluate Responder Proposals.
2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.
3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

C. EVALUATION PHASES

At any time during the evaluation phases, the State may, at the State’s discretion, contact a Responder to (1) provide further or missing information or clarification of their Proposal, (2) provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I – Required Statements Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in these sections to move to Phase II.

2. Phase II - Evaluation of Technical Requirements of Proposals

- a. Points have been assigned to these component areas. The total possible points for these component areas are as follows:

	<u>Component</u>	<u>Total Possible Points</u>
i.	Executive Summary	10
ii.	Description of the Applicant Agency	5
iii.	Description of Target Population	10
iv.	Need for the Funds, including: Internal Readiness Review (appendix H)	15
v.	Project goals and objectives	25
vi.	Budget proposal	25
vii.	Financial/Professional Responsibility	<u>10</u>

Total: 100

- b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.
- c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component and scores will be totaled. Those with the highest total scores will be chosen to receive awards.
- d. **Innovative Concepts (Optional).** Only after the Technical Requirements of the Proposal have been ranked, and it has been determined that the Responder's Proposal has passed Phase II, will any innovative concepts submitted by Responder be reviewed. If a Proposal is found not to have passed Phase II, any innovative concepts submitted will not receive consideration. The amount of bonus points to be given a Proposal for innovative concepts is at the sole discretion of the State, depending on how much the State determines the ideas enhance the rest of the Proposal. The amount given, if any, will be by consensus of the evaluation team. The State is under no obligation to give a Proposal any bonus points in any situation. The maximum possible bonus points are five (5).

3. Phase III - Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will review the scoring in making its recommendations of the Successful Responder(s).
- c. The State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The

total scores for those Responders selected to submit additional information may be revised as a result of the new information.

- d. The evaluation team will make its recommendation based on the above-described evaluation process. The Successful Responder(s), if any, will be selected approximately one month after the Proposal submission due date.
- e. The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject the recommendation of the evaluation team.

D. CONTRACT NEGOTIATIONS AND UNSUCCESSFUL RESPONDER NOTICE

If a Responder(s) is selected, the State will notify the Successful Responder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s). The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject any subsequent recommendation of the evaluation team.

After the State and chosen Responder(s) have successfully negotiated a contract, the State will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

VI. REQUIRED CONTRACT TERMS AND CONDITIONS

- A. *Requirements.*** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the Contract. The requirements are set forth throughout this RFP and are contained in the attached Draft Contract.
- B. *Governing Law/Venue.*** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.
- C. *Travel.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. *Preparation Costs.*** The State is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

- E. Contingency Fees Prohibited.** Pursuant to Minn. Stat. §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
- F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the Responder must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Insurance Requirements

1. Grantee shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
2. Grantee is required to maintain and furnish satisfactory evidence of the following insurance policies:

- a. **Workers' Compensation Insurance:** Except as provided below, Grantee must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Grantee will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute exempts Grantee from Workers' Compensation insurance or if the Grantee has no employees in the State of Minnesota, Grantee must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Grantee from the Minnesota Workers' Compensation requirements.

- b. Commercial General Liability:** Grantee is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the grant contract. Insurance **minimum** amounts are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable. please list _____.
State of Minnesota named as an Additional Insured

- c. Commercial Automobile Liability:** Grantee is required to maintain insurance protecting the Grantee from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Grantee will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**

This policy will provide coverage for all claims the Grantee may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Grantee's professional services required under the grant contract.

Grantee is required to carry the following **minimum** amounts:

\$2,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Grantee and may not exceed \$50,000 without the written approval of the State. If the Grantee desires authority from the State to have a deductible in a higher amount, the Grantee shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Grantee to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and Grantee shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Grantee discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Grantee is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may Grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Grantee must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

3. Additional Insurance Conditions:

- Grantee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Grantee's performance under this grant contract;
 - Grantee's policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or non-renewed without at least thirty (30) days advanced written notice to the State of Minnesota;
 - Grantee is responsible for payment of grant contract related insurance premiums and deductibles;
 - If Grantee is self-insured, a Certificate of Self-Insurance must be attached;
 - Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d. above; and
 - Obtain insurance policies from an insurance company having an "AM BEST" rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.
4. The State reserves the right to immediately terminate the grant contract if the Grantee is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies

against the Grantee. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

5. The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to commencing work under the grant contract.

VII. STATE'S RIGHTS RESERVED

Notwithstanding anything to the contrary, the State reserves the right to:

- A. Reject any and all Proposals received in response to this RFP;
- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- D. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
- E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders' "Best and Final" offers;
- H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and
- I. Cancel the Request for Proposal at any time and for any reason with no cost or penalty to the State.
- J. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Successful Responder, all Responders will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.

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APPENDICES

Appendix A – Responder Information/Declarations

RESPONDER INFORMATION

Responder Name:

Website:

Address:

Telephone Number:

CONTACT INFORMATION

Contact Name:

Title:

Telephone Number:

Fax Number:

E-mail:

Name(s) of individuals involved with the preparation of this Proposal (to assist in determining potential conflict of interest):

The above-named Responder submits the attached Proposal in response to the following Minnesota Department of Human Services Request for Proposals (*state which RFP you are responding to*):

By submission of this Proposal, Responder warrants that:

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. Responder understands that the submission of inaccurate or misleading information may be grounds for disqualification from selection as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
2. It is competent to provide all the services set forth in its Proposal.
3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed and is legally authorized to bind the company to those decisions.
4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, Responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.
5. To the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which will include a description of the action which Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In

the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

6. No attempt has been made or will be made by Responder to induce any other person or firm to submit or not to submit a Proposal.
7. Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.
8. If there is a reasonable expectation that the Responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, Responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and Comptroller General of the United States.
9. If, at any time after a Proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, Responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

APPENDIX B

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State terms and conditions (including those found in the attached sample contract, if any. Reference the actual number of the State's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

Signature

Title

Date

Appendix C

STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached Proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the Proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Appendix D -- Trade Secret/Confidential Data Notice

Responder/Company Name: _____

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (*list pages -- If no protected information has been submitted, state "NONE"*):

The justification for the Trade Secret/Confidential data designation is (*be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, subd. 1(b). Add additional pages if necessary*):

The Responder acknowledges that, in accordance with Minn. Stat. §§ 13.591 and 16C.06, Subd. 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the STATE and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic "trade secret information."

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached Proposal at the time the Proposal was submitted with the words "**TRADE SECRET**" or "**CONFIDENTIAL**" in capitalized, underlined and bolded type that is at least 20 pt. Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the STATE, its agents and employees, from any judgments awarded against the STATE in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives the STATE's award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the STATE.

Responder acknowledges that the STATE is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the STATE for a minimum of one year after the award of a contract, and may be kept for much longer. **Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.**

The Responder acknowledges that the STATE reserves the right to reject Responder's claim of trade secret/confidential data if the STATE determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the Proposal will become public; only the protected information will be removed and remain nonpublic.

Signature

Title

Date

** Whether or not protected information is provided, the Responder must sign and date this form and submit it with the "Required Statements".*

State Of Minnesota – Affirmative Action Data Page --- **APPENDIX E**

If your response to this solicitation is in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contract. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Website: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

APPENDIX F

STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES GRANT CONTRACT

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services _____ Division (hereinafter STATE) and _____, an independent grantee, not an employee of the State of Minnesota, address _____ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes _____ is empowered to enter into contracts for the following services: _____, and

WHEREAS STATE is in need of the following services: _____, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

I. **GRANTEE'S DUTIES.** (Attach additional page if necessary which is incorporated by reference and made a part of this contract.) GRANTEE shall:

II. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the Agreement as Attachment A:

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Employee Relations. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed _____ dollars (\$_____).
4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

***FOR ONE YEAR GRANTS USE:

1. Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly (choose one) cost reimbursement based on the previous month's/quarter's (choose one) expenses as documented by receipts, invoices, travel vouchers, and time sheets.

2. Please document the need for the Advance given to the GRANTEE:

3. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VII. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

4. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. **CONDITIONS OF PAYMENT.** All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. **PAYMENT RECOUPMENT.** The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

V. **TERMS OF CONTRACT.** This grant shall be effective on October 1, 2009, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through June 30, 2009, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE

understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: X. Liability; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; XIV. Publicity; and XX. Jurisdiction and Venue.

VI. CANCELLATION.

A. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

B. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

C. Breach. Notwithstanding clause VI.A., upon STATE's knowledge of a curable material breach of the contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this contract and STATE may cancel the contract immediately thereafter. If GRANTEE has breached a material term of this contract and cure is not possible, STATE may immediately terminate this contract.

VII. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

A. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

B. Grantee. The GRANTEE's Authorized Representative is _____ or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify the STATE.

C. Information Privacy and Security. (If applicable) GRANTEE's responsible _____ authority for the purposes of complying with data privacy and security for this contract is _____ or his/her successor.

- VIII. **ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.
- IX. **AMENDMENTS.** Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.
- X. **LIABILITY.** GRANTEE agrees to indemnify and save and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant contract.
- XI. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

(Choose one of two options)

(Option #1 – No protected information is shared with the Grantee)

XII. INFORMATION PRIVACY AND SECURITY

It is expressly agreed that the GRANTEE will not be handling private data collected by STATE and is therefore not a member of or included within the “welfare system” for purposes of the Minnesota Government Data Practices Act (hereinafter “Data Practices Act,” Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that GRANTEE will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). GRANTEE is not a "business associate" of STATE, as defined in the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR §160.103 as a result of or in connection with this contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this contract, GRANTEE will be responsible for its own compliance.

2. Duties Relating to Protection of Information.

(a) **Duty to ensure proper handling of information.** GRANTEE shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph XII.1.

(b) **Minimum necessary access to information.** GRANTEE shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by GRANTEE shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or

mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this Agreement, if GRANTEE receives a request to release the information referred to in this Clause, GRANTEE must immediately notify STATE. STATE will give GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

3. GRANTEE’s Use of Information. GRANTEE shall:

(a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

(b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

(c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(d) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

4. State’s Duties. STATE shall:

(a) Only release information which it is authorized by law or regulation to share with GRANTEE.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with GRANTEE.

(c) Notify GRANTEE of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect GRANTEE’s use or disclosure of protected information.

(d) Not request GRANTEE to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

- 5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this Agreement, GRANTEE will return or destroy all protected information received from STATE or created or received by GRANTEE for purposes associated with this Agreement. GRANTEE will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if GRANTEE is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, GRANTEE will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as GRANTEE retains the protected information.
- 6. Sanctions.** In addition to acknowledging and accepting the terms set forth in X Liability of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

XIII. Intellectual Property Rights.

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. *Works* includes “*Documents*.” *Documents* are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works* and *Documents created and paid for under this contract*. The *Works* and *Documents* will be the exclusive property of the STATE and all such *Works* and *Documents* must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this contract. To the extent possible, those *Works* eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.”

Responsibilities.

Notification. Whenever any *Works* or *Documents* (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this contract, the GRANTEE will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the *Works* and the *Documents* to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’S ownership interest in the *Works* and *Documents* created and paid for under this contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these *Works*

and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

XV. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2003). If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02 GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule 5000.3550
- C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

XVI. **WORKERS' COMPENSATION.** The GRANTEE certifies that it is in compliance with Minnesota Statute section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

XVII. **VOTER REGISTRATION REQUIREMENT.** GRANTEE certifies that it will comply with Minnesota Statutes, Section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

XVIII. **OWNERSHIP OF EQUIPMENT.** Disposition of all equipment purchased under this grant shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

XIX. **FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.** GRANTEE certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

GRANTEE DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.

Federal Regulation 45 CFR 92.35 prohibits the State from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statute Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State.

BY SIGNING THIS GRANT, GRANTEE CERTIFIES THAT IT AND ITS PRINCIPALS:

1. 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
2. Have not within a three-year period preceding this Grant: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the State should GRANTEE come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, 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.

XX. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XXI. WAIVER. If the State fails to enforce any provision of this contract, that failure does not waive the provision or the STATE's right to enforce it.

XXII. CONTRACT COMPLETE. This contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this contract, whether written or oral may be used to bind either party.

XXIII OTHER PROVISIONS.

1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the grant contract.
2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy,

as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance..

3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant.
4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.
5. **Payment to Subcontractors** (If applicable) As required by Minn. Stat. §16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within 10 calendar days of the prime GRANTEE's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By
Date
Grant No:

2. GRANTEE

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

By
Title
Date

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By
Title
Date

3. STATE AGENCY

By (with delegated authority)
Title
Date

Distribution:

Agency - Original (fully executed) contract
 Grantee
 State Authorized Representative

APPENDIX H

Internal Survey Document

Organization:

Participants and titles:

Date(s):

The leadership group implementing co-occurring disorders treatment should discuss each of the following areas and complete one form based on the group's consensus of current program practices. For each area you will be asked for a brief description of the degree to which your program approximates the standard. You will also be prompted to provide some ideas of next steps you might take to address or improve your ability to meet that standard. This information will be used to assist DHS in preparing a unique workplan for your program.

I. PROGRAM STRUCTURE

IA. Primary treatment focus as stated in mission statement.

Definition: Programs that offer treatment for individuals with COD should have this philosophy reflected in their mission statements.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 1.
- 2.
- 3.

1B. Organizational certification & licensure.

Definition: Organizations that provide integrated COD treatment are able to provide unrestricted services to individuals with COD without barriers that have traditionally divided the services for mental health disorders from the services for substance related disorders. The primary examples of organizational barriers include licenses or certifications of clinics or programs that restrict the types of services that can be delivered.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 4.
- 5.
- 6.

IC. Coordination and collaboration

Definition: Programs that transform themselves from ones that only provide for substance related disorders or mental health services only into ones that can provide integrated COD services typically follow a pattern of staged advances in their service systems. The steps indicate the degree of communication and shared responsibility between providers who offer services for mental health and substance related disorders.

*Minimal coordination: exists if a service provider meets any of the following: (1) is aware of the condition or treatment but has no contact with other providers, or (2) has referred a person with a co-occurring condition to another provider with no or negligible follow up.

*Consultation: informal process for treating persons with co-occurring disorders, involving two or more service providers. Interaction between or among providers is informal, episodic, and limited. Consultation may involve transmission of medical/clinical information, or occasional exchange of information about the person's status and progress.

*Collaboration: a more formal process of sharing responsibility for treating a person with co-occurring conditions, involving regular and planned communication, sharing of progress reports, or memoranda of agreement. In a collaborative relationship, different disorders are treated by different providers, the roles and responsibilities of the providers are clear, and the responsibilities of all providers include formal and planned communication with other providers.

*Integration: Integration requires the participation of substance abuse and mental health services providers in the development of a single treatment plan addressing both sets of conditions, and the continuing formal interaction and cooperation of these providers in the ongoing reassessment and treatment of the client.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 7.
- 8.
- 9.

ID. Financial Considerations

Definition: Programs that are able to merge funding for the treatment of substance related disorders with funding for the treatment of mental health disorders have a greater capacity to provide integrated services for individuals with CODs.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

13.

14.

15.

II. PROGRAM MILIEU

IIA. Routine expectation of and welcome to treatment for both disorders

Definition: Persons with COD are welcomed by the program or facility, and this concept is communicated in supporting documents. Persons who present with co-occurring mental disorders are not rejected from the program because of the presence of this disorder.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

16.

17.

18.

IIB. Display and distribution of literature and patient educational materials.

Definition: Programs that treat persons with co-occurring disorders create an environment which displays and provides literature and educational materials that address both mental and substance use disorders.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 19.
- 20.
- 21.

III. CINICAL PROCESS: ASSESSMENT

IIIA. Routine screening methods

Definition: Programs that provide services to individuals with COD routinely and systematically screen for both substance related and mental disorders.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 22.
- 23.
- 24.

IIIB. Routine assessment if screened positive

Definition: Programs that provide services to persons with COD should routinely and systematically assess for psychiatric problems (or substance use problems depending upon the treatment service being accessed) as indicated by a positive screen. Assessments may be done by clinical interviews, administration of standardized instruments, and/or review of existing information (e.g. recent assessment elsewhere). They do not have to result in a diagnosis (that is item IIIC).

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

- 25.
- 26.
- 27.

IIIC. Psychiatric and substance use diagnoses made and documented.

Definition: Programs serving persons with co-occurring disorders have the capacity to routinely and systematically diagnose both mental disorders and substance related disorders.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

28.

29.

30.

IIID. Psychiatric and substance use history reflected in medical record

Definition: COD assessment and evaluative processes routinely assess and describe past history and the chronological or sequential relationship between substance related and psychiatric disorders or problems.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

31.

32.

33.

IIIE. Program acceptance based on psychiatric symptom acuity/instability (in substance abuse programs) or substance use disorder symptom acuity (in mental health programs)

Definition: Programs offering services to individuals with CODs use psychiatric symptom acuity and instability or substance use symptom acuity within the current presentation to assist with the determination of the individual's needs and appropriateness, and whether the program is capable of effectively addressing these needs.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

34.

35.

36.

IIIF. Program acceptance based on severity and persistence and psychiatric disability (for substance abuse programs) and substance use severity of persistence and disability (for mental health programs)

Definition: Programs offering services to individuals with CODs use severity as defined by the diagnosis, persistence, and disability as an indicator to assist with the determination of the individual's needs and whether the program is capable of effectively addressing these needs.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

37.

38.

39.

IIIG. Stage-wise treatment: Initial assessment

Definition: For individuals with substance related and mental health disorders, the assessment of readiness for change for both disorders is essential to the planning of appropriate services. The stages of change model has its origin in fostering intentional behavior changes and has therefore been used readily in the addiction field; assessment of motivational stages across the individual's identified areas of need (including both substance related and mental health) is a more comprehensive approach and helps to more strategically and efficiently match the individual to appropriate levels of service intensities.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

40.

41.

42.

IV. CLINICAL PROCESS: TREATMENT

IV.A. Recovery (Treatment) Plans.

Definition: In the treatment of individuals with CODs, the recovery plans indicate that both the psychiatric disorder as well as the substance related disorder will be addressed.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

43.

44.

45.

IV B. Assess and monitor interactive courses of both disorders.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

46.

47.

48.

IV C. Procedures for psychiatric emergencies and crisis management (for substance abuse programs) and procedures for intoxicated / high clients, relapse, withdrawal, or active users (in mental health programs).

Definition: Programs that treat individuals with CODs use specific clinical guidelines to manage crisis and mental health emergencies, and substance related emergencies, according to documented protocols.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

49.

50.

51.

IV D. Stage-wise treatment ongoing.

Definition: Within programs that treat individuals with COD, ongoing assessment of state of treatment and stage of change contributes to the determination of continued services which appropriately fit that stage, in terms of treatment content, intensity, and utilization of outside agencies.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

52.

53.

54.

IV E. Policies and procedures for medication evaluation, management, monitoring, and adherence

Definition: Programs that treat individuals with COD are capable of evaluating medication needs, coordinating and managing medication regimens, monitoring for adherence to regimens, and responding to any challenges or difficulties with medication adherence, as documented in policy/procedure.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

55.

56.

57.

IV F. Specialized interventions with mental health content (for substance abuse programs) and specialized interventions with addiction content (for mental health programs).

Definition: Programs that treat individuals with COD utilize specific therapeutic interventions and practices that target specific mental health symptoms and disorders and addictions disorders. There is a broad array of interventions and practices that can be effectively integrated into the treatment of individuals with co-occurring disorders that target mental health symptoms and disorders and addictions disorders. Some interventions can be generically applied to programs; these interventions might include stress management, relaxation training, anger management, coping skills, assertiveness training, and problem solving, etc. [In some cases, addiction treatment programs may already use some of these techniques in the treatment of substance related disorders.] Other more advanced mental health interventions that could be applied to persons with CODs include brief motivational or cognitive behavioral therapies that target specific disorders such as: PTSD, depression, anxiety disorders, and Axis II disorders.

In mental health programs, specialized interventions may include adaption of an evidence-based treatment such as Cognitive Behavioral Therapy or Illness Management and Recovery for the COD population.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

58.

59.

60.

IV G. Education about psychiatric disorder & its treatment, and interaction with substance use and its treatment (for substance abuse programs) and education about substance use disorders/treatment and interactions with mental health treatment (for mental health programs).

Definition: Programs that offer treatment to individuals with COD provide education about mental health and substance related disorders, including treatment information and the characteristics and features of both types of disorders as well as the interactive course of the disorders.

A. To what degree does your service approximate this standard? (Please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

61.

62.

63.

IV.H. Family education and support.

Definition: Programs that offer treatment to individuals with COD provide education and support to the individuals' family members (or significant others) regarding CODs, including treatment information and the characteristics and features of both types of disorders in order to educate collaterals about realistic expectations and the interactive course of the disorders.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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IV.I. Specialized interventions to facilitate use of (COD) self-help groups.

Definition: Programs that offer treatment to individuals with COD provide assistance to individuals in developing a support system through self-help groups. Individuals with co-occurring disorders often face additional barriers in linking with self-help groups and require additional assistance such as being referred/ accompanied/ introduced to self-help groups by clinical staff, designated liaisons, or mutual self-help group peer volunteers. Specific issues related to the use of pharmacotherapy by individuals with COD also require additional education and guidance with regard to linking with self help groups.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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IV.J. Peer recovery supports

Definition: Programs that offer treatment to individuals with co-occurring disorders encourage and support the use of peer supports and role models that include consumer liaisons, alumni groups, etc.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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V. CONTINUITY OF CARE

VA. Co-occurring disorder addressed in discharge planning process.

Definition: Programs that offer treatment to individuals with co-occurring disorders develop discharge plans that include an equivalent focus on needed follow-up services for both psychiatric and substance related disorders.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VB. Capacity to maintain treatment continuity.

Definition: There should be a formal mechanism for providing on-going needed follow-up for the co-occurring disorder. The program emphasizes continuity of care within the program's scope of practice but if a linkage with another level of care is necessary it sets forth the expectation that treatment continues indefinitely with a goal of illness management.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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V.C. Focus on ongoing recovery issues for both disorders.

Definition: Programs that offer services to individuals with COD support the use of a recovery philosophy (vs. symptom remission only) for both substance related as well as mental health disorders.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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V.D. Facilitation of self-help support groups for COD is documented

Definition: Programs that offer services to individuals with COD anticipate difficulties that the individuals with COD might experience when linking or continuing with self-help support groups and thus provide the needed assistance to support this transition beyond active treatment.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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V.E. Sufficient supply and adherence plan for medications is documented.

Definition: Programs that serve individuals with co-occurring disorders have the capacity to assist these individuals with psychotropic medication planning, substance abuse related medications, prescription and medication access and monitoring, and providing sufficient supplies of medications at discharge.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VI. STAFFING.

VIA. Psychiatrist or other prescriber

Definition: Programs that offer treatment to individuals with COD offer pharmacotherapy for both the mental health disorder as well as the substance related disorder through the services of prescribing professionals. These programs may have a formal relationship with a licensed prescriber who works with the clinical team to increase medication adherence, to decrease the use of potentially addictive medications such as benzodiazepines, and to offer medications such as disulfiram, naltrexone, or acamprosate that may help to reduce addictive behavior.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VIB. On site staff with MH licensure or demonstrated expertise (for substance abuse programs) and on site staff with substance abuse licensure, certification, or competency by the mental health professional to treat addiction (for mental health programs).

Definition: Programs that offer treatment to individuals with COD employ persons with expertise in co-occurring disorders competencies to enhance their capacity to treat the complexities of mental disorders that co-occur with substance related disorders. Note: the DDCAT defines mental health expertise as on-site staff with masters or doctorate education in social work, psychology, or counseling.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VIC. Access to mental health supervision or consultation (for substance abuse programs) or access to substance abuse supervision /consultation (for mental health programs)

Definition: Programs that offer treatment to individuals with a co-occurring disorders provide formal supervision for trained providers of co-occurring services who are unlicensed or who have insufficient competence or experience in the treatment setting.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VID. Supervision, case management or utilization review procedures emphasize and support COD treatment

Definition: Programs that offer treatment to individuals with co-occurring disorders conduct COD-specific case reviews or engage in a formal utilization review process of COD cases in order to continually monitor the appropriateness and effectiveness of services for this population.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VIE. Peer / Alumni supports are available with COD

Definition: Programs that offer treatment to individuals with co-occurring disorders maintain staff or enlist volunteers who can serve as COD peer/alumni supports.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VII. Training

VIIA. Basic training in prevalence, common signs and symptoms, screening and assessment for psychiatric symptoms and disorders.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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VIIB. Staff is cross-trained in mental health and substance use disorders, including pharmacotherapies.

Definition: Programs that offer treatment to individuals with CODs support cross-training of their staff to increase the needed capacity to provide COD treatment within the program. This aspect of training is incorporated into the program's strategic training plan.

A. To what degree does your service approximate this standard? (please provide a brief response to address this question)

B. What would be the next steps towards achieving this standard?

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