

# Minnesota Department of Human Services Mental Health Division Request for Proposals for Qualified Grantees to Provide Technical Support and Implementation of Services for Adolescents and Young Adults Experiencing a First Episode of Psychosis

---

*Date of Publication: March 14, 2016*

*Americans with Disabilities Act (ADA) Statement: This information is available in accessible formats for people with disabilities by calling 651-431-2225 or by using your preferred relay service. For other information on disability rights and protections, contact your agency's Americans with Disabilities Act (ADA) coordinator.*

# Table of Contents

## I. INTRODUCTION

A. Purpose of Request.....page 1

B. Objective of this RFP.....page 1

C. Background.....page 1

## II. SCOPE OF WORK

A. Overview.....page2

B. Tasks/Deliverables.....page 3

## III. PROPOSAL FORMAT

A. Required Proposal Contents.....page 5

B. Proposal Requirements.....page 6

C. Innovative Concepts (*Optional*).....page 9

D. Required Statements.....page 9

## IV. RFP PROCESS

A. Responders' Conference.....page 14

B. Responders' Questions.....page 14

C. Proposal Submission.....page 15

## V. PROPOSAL EVALUATION AND SELECTION

A. Overview of Evaluation Methodology.....page 16

B. Evaluation Team.....page 17

C. Evaluation Phases.....page 17

D. Contract Negotiations and Unsuccessful Responder Notice.....page 19

**VI. REQUIRED CONTRACT TERMS AND CONDITIONS.....page 19**

**VII. STATE’S AUTHORITY.....page 25**

**APPENDIX A Sample State Grant Contract.....page 27**

## I. Introduction

### A. Purpose of Request

The Minnesota Department of Human Services, through its Mental Health Division (State), is seeking proposals from qualified responders for two services:

- (1) Technical support expertise for the implementation of Coordinated Specialty Care teams for adolescents and young adults experiencing a first episode of psychosis; and
- (2) Coordinated Specialty Care teams to implement or expand services for adolescents and young adults experiencing a first episode of psychosis.

### B. Objective of this RFP

The objective of this RFP is to contract with qualified responders to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for two (2) years from July 1, 2016 until June 30, 2018, with the option for up to two (2) extensions.

Grant funds are available for the following activities:

Expert consultation and training according to the chosen model for implementation of Coordinated Specialty Care for adolescents and young adults experiencing a first episode of psychosis. Grant funds must be used for expert training, technical assistance, and consultation using the *NAVIGATE* model for service delivery. Grant funding for this activity is limited to: \$500,000\_per consultant/trainer group.

AND

Mental health service providers to expand or initiate service for adolescents and young adults experiencing a first episode of psychosis. *Coordinated Specialty Care* teams are expected to use the *NAVIGATE* model for service delivery. Responders may request up to: XXXXXXX per team.

Proposals must be submitted by 4:00 p.m. Central Time on April 15, 2016. 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

In 2014 the Substance Abuse and Mental Health Services Administration (SAMHSA) required states to use designated Federal Block Grant funds to establish or expand evidence-based treatment for adolescents and young adults (ages 15 to 30) who have experienced an onset of psychotic symptoms during the past three years or less.

The Minnesota Department of Human Services, Mental Health Division received an increase in its annual Federal Mental Health Block Grant allocation to support “evidence-based programs that address needs of individuals with early serious mental illness, including psychotic disorders.” The additional funding is intended to more quickly identify and more adequately respond to individuals experiencing their first episode of psychosis.

The 2015 Legislature (Laws of Minnesota 2015, chapter 71, article 14, section 2 and MS section 245.4889) provided authority and additional resources to implement evidence-based early interventions for youth and young adults experiencing a first episode of psychosis.

The Minnesota Department of Human Services, Mental Health Division seeks to provide grant funding to develop coordinated specialty care teams for the treatment of first episode psychosis. Grant funds are intended to provide payment for services which are not currently reimbursed, provide funds for start-up expenditures related to new service initiation and provide expert technical assistance for consultation and training. *Coordinated Specialty Care* includes pharmacological service, case management, outreach and engagement, shared decision making between providers, the individuals and family members, psychoeducation for individuals and their families, and education and employment services.

### *Research to Support Early Intervention*

Results from the NIMH-funded research initiative: *Recovery After an Initial Schizophrenia Episode (RAISE)*, suggest that mental health providers in a variety of disciplines can learn and adopt *Coordinated Specialty Care* teams to engage and treat persons in the early stages of psychotic illness. The *NAVIGATE* model was developed as a part of this study. The goals of this RFP are to support the development of a minimum of two Coordinated Specialty Care teams and pilot the use of the *NAVIGATE* model in Minnesota.

*NAVIGATE* <http://navigateconsultants.org/> is a program model utilizing *Coordinated Specialty Care* teams and evidence based practices for individuals experiencing their first episode of psychosis (FEP). The State chose the *NAVIGATE* program model for this RFP following a series of stakeholder meetings and workgroups. *NAVIGATE* uses a manual for each of four service components: Pharmacological treatment, Supported Employment and Education, Individual Resiliency Training and Family Education. Additionally there is manual that describes how team members work together and a manual for the director of the *NAVIGATE* team. The *NAVIGATE* team includes the following five roles:

- *Director*, (team leadership and community outreach);
- *Family Education clinician* (family education and therapy);
- *Physician/Prescriber*,(Pharmacological treatment);
- *Supported Employment and Education Specialist*, (helps the client get back to school or work); and
- *Two Individual Resiliency Training clinicians* (who help clients understand their disorder, how to manage it, and to develop resiliency skills for achieving their personal goals)

## II. Scope of Work

### A. Overview

This RFP provides background information and describes the services desired by the State. It delineates the requirements for this procurement and specifies the contractual conditions required by the State. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract. This RFP seeks proposals for technical support expertise and the design and implementation of Coordinated Specialty Care teams based on the *NAVIGATE* model. Responders proposals may choose to focus on only one of the projects. The two projects are defined below:

**1. Technical Support Expertise:** Qualified responders to provide expert training, technical assistance, and consultation for implementation of the *NAVIGATE* model utilizing a Coordinated Specialty Care team for adolescents and young adults experiencing a first episode of psychosis. It is expected that training, technical assistance, and consultation will be provided for up to three providers, state staff as well as additional partners and stakeholders as identified. Training, technical assistance, and consultation must demonstrate adherence to the *NAVIGATE* model for service implementation and delivery. It is expected that technical support will require both off-site, on-site and work in both metro and rural Minnesota.

AND

**2. Mental health service providers** to develop or expand services for youth and young adults experiencing a first episode of psychosis. Respondents must implement Coordinated Specialty Care teams and deliver services using Request for Proposals

the *NAVIGATE* model and materials; participate in all directed consultation and training; provide outreach and engagement to referral sources; coordinate services and referrals; participate in evaluation; and adapt service delivery to address particular cultural needs of the target population.

## B. Tasks Deliverables

**The following requirements apply to both parts of this RFP. Grantees will be required to:**

1. Participate in stakeholder involvement work groups identified by STATE staff.
2. Participate in regularly scheduled project update meetings as directed by STATE staff.
3. In consultation with STATE staff, develop a progress and program evaluation tool for state approval.
4. Participate in partnership development between Coordinated Specialty Care Teams and DEED-VRS.
5. Promote referral and access to Coordinated Specialty Care programs including development and distribution of educational materials, describing signs and symptoms of early psychosis, addressing stigma and promoting recovery
  - o for first contact systems such as crisis response teams, emergency departments, law enforcement agencies, substance abuse treatment providers and educational institutions; and
  - o for family education and support groups.

### **a) Tasks/Deliverables for: Technical Support Expertise for Implementation of Coordinated Specialty Care:**

Qualified responders must provide expert consultation and training for mental health service providers implementing First Episode Psychosis (FEP) using Coordinated Specialty Care teams, state staff and additional partners and stakeholders as identified. It is expected that training, technical assistance, consultation and support will require both off-site and on-site work in both metro and rural Minnesota.

*Grantee deliverables for year one include:*

1. Develop training and implementation protocols using the *NAVIGATE* team-based approach and the [NAVIGATE manuals](#), including addressing unique regional needs of rural providers and underserved communities and regional outreach strategies and materials.
  2. Offer statewide training for physicians and prescribers including early identification, assessment of symptoms, and information about duration of untreated psychosis (DUP).
  3. Engage with stakeholders from underserved communities to inform strategies for engagement and culturally responsive service delivery. Develop training and consultation to provide culturally responsive service delivery.
  4. Training, technical assistance and consultation for a minimum of two newly implementing first episode psychosis Coordinated Specialty Care teams utilizing the *NAVIGATE* model:
    - Training must expertly address the four *NAVIGATE* service components: Pharmacological treatment, Supported Employment and Education, Individual Resiliency Training and Family Education.
    - Training must include on site and in person learning opportunities for newly forming teams including staff fulfilling each of the five *NAVIGATE* team roles.
1. Develop program evaluation and quality improvement measures:
    - Work closely with state staff to develop: service admission and discharge criteria; service planning and documentation standards; identify outcome measures; and identify insurance gaps; and recommendations to address a multi-payer system.
    - Each new team program must use the *NAVIGATE* model and materials and demonstrate the use of basic strategies and skills for interventions.

*Grantee deliverables for year two include:*

1. Provide ongoing expert consultation and training, including: on site observation, evaluation, and consultation to newly formed teams.
2. Measure adherence to the evidence based practices and guidance regarding use of the *NAVIGATE* manuals.
3. Provide assistance with necessary adaptations to meet specific regional and cultural needs of the target population served by each team.
- 4. Support data collection and evaluation by DHS

**b) Tasks/Deliverables for: Mental Health Services for First Episode Psychosis:**

1. Sites are required to attend and participate in all trainings and consultation calls. For family clinician, Individuals Resiliency Training clinician, and Supported Employment and Education (SEE) specialist consultation calls are held twice a month for the first 6 months and once a month for the second six months. For the prescriber, calls are scheduled monthly for 12 months. In addition to participation in training and consultation, all sites will be encouraged to engage in peer-to-peer learning opportunities throughout the project.
2. *NAVIGATE* teams can offer services to 25-30 individuals with the staffing described below (next bullet point). Teams and services must develop competency in culturally responsive service delivery.
3. Develop a **Coordinated Specialty Care** team based on the *NAVIGATE* model serving people between 15 and 30 years of age and are experiencing a first episode of psychosis. This multidisciplinary team will include the following roles:
  - *Program Director/Team Leader* who educates the community, recruits individuals who have begun to experience psychosis, and leads the team. The program director/team leader role is often combined with the Family Education Clinician;
  - *Family Education Clinician* who helps family members learn about psychosis and how to manage it, and also teaches how to support each other and build family resiliency;
  - *Physician/Prescriber* who prescribes medications and addresses special issues of relevance to individuals experiencing a first episode psychosis, such as shared-decision making, accommodating ambivalence about medication, and paying extremely close attention to side effects;
  - *Supported Employment and Education Specialist* who helps participants identify and achieve their educational and/or employment goals. This is a full time bachelors level person;
  - *Individual Resiliency Training Clinicians* who help individuals understand psychosis, and identify and work towards their goals, teaching them strategies and skills to build their resiliency in coping with psychosis while staying on track with their lives;
  - *Case Manager* who helps participants connect with community resources, such as housing and transportation (the Individual Resiliency clinician may also serve as a case manager, although a separate case manager is preferred).
4. All providers should be licensed or certified in their respective area of expertise. It is critical that the providers have expertise in their specialty area as well as interest, experience, and skill in providing care to youth experiencing first episode psychosis. Clinical skills and abilities important for working in early intervention include empathy, unconditional positive regard, and a non-judgmental approach. They will understand the unique challenges of an individual experiencing first episode psychosis and their families, the diversity of the youth served, recovery and the potential for first episode psychosis youth to lead productive lives. It is important that the treatment team staff have a high level of respect for participants'

independence and self-determination, is flexible in tailoring interventions, and is open to partnering with natural supports. Advanced training in the treatment of psychosis is desirable.

- *NAVIGATE* places a strong emphasis on outreach and engagement. There will be dedicated staff time to these activities with a central point of referral and coordinated entry to the program. Staff will develop referral pathways, cultivate relationships, and provide community outreach. They will be responsible for client and family engagement, which includes assertive outreach, rapid contact after referral, efficient enrollment, and ongoing education and support. Staff will use hopeful messages with an emphasis on the individuals' goals, and how services will be helpful to the individual. Admission interviews will be offered to eligible individuals in a timely manner and referral to more appropriate services will be offered to ineligible individuals.
- Develop admission and discharge criteria for the *FEP* Coordinated Specialty Care services in collaboration with the identified technical support grantee and DHS.
- Build community capacity and coordination of services needed by individuals through partnerships with, but not limited to, schools, DEED-Vocational Rehabilitation Service counselors, crisis providers and juvenile justice providers.
- CSC team will have access to a DEED-VRS Masters level Vocational Rehabilitation Counseling staff to provide consultation to the CSC team and the Employment and Education Specialist to support participants' career development and planning,
- Develop treatment planning and documentation of services with assistance from the identified technical support grantee and DHS.
- The *NAVIGATE* team must be able to provide services in home, community, and clinic settings.
- Develop and implement program evaluation and quality improvement measures with assistance from the identified technical support grantee and DHS.
- Collect and report individual outcomes data with assistance from DHS and its identified technical support vendor.
- Provide follow up services and referrals with assistance from technical support responder and DHS.

### III. Proposal Format

Proposals must conform to all instructions, conditions, and requirements included in the RFP and may only respond to one of the projects. 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

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. Project Activities and Implementation Plan
  - f. Evaluation Plan
  - g. Budget Proposal
  - h. Professional Responsibility
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
  - e. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
  - f. Disclosure of Funding Form
  - g. Human Rights Compliance
    - 1. Affirmative Action Data Page
  - h. Certification and Restriction on Lobbying
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.

**a. 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. This section should clearly identify the intent of the proposal to deliver the services requested for *either* project one: *Technical Support Expertise for the Treatment of First Episode Psychosis* or project two: *Mental Health Services for First Episode Psychosis*. This section should provide an overall summary of the proposal to demonstrate the respondent's understanding of the requested service and capacity to complete the tasks and deliverables. Responders for the *Technical Support Expertise for implementation of Treatment for First Episode Psychosis* should include general information about the agency's expertise in the treatment of FEP and the agency's experience and expertise in training professional staff and mental health service providers. Responders for the development and implementation of *Mental Health Services for First Episode Psychosis* should summarize the agency's plan to develop or expand services.

The Executive summary should also show the responder's overall plan for the proposed service in response to achieving the deliverables as defined in this RFP. The proposal should demonstrate the responder's capacity to complete the required tasks and deliverables and its knowledge of the requested services. *Responses should be limited to two pages.*

**b. Description of the Applicant Agency:** This section must include information about the programs and activities of the agency, the number of people served, geographic area served, staff experience and expertise and programmatic accomplishments. Describe how the organization is qualified to deliver the services outlined in the RFP. Include a brief history of the organization: strengths that you consider an asset to your program delivering the requested services. The responder should demonstrate the length, depth, and applicability of all prior experience in providing the requested services. Letters of reference may be included. The responder should include qualifications, expertise and experience of lead staff and designate a project director with experience in planning, managing and leading a team. Responders should include information about staff expertise providing treatment for individuals experiencing a FEP and implementing and or delivering mental health evidence based practices. *Responses should be limited to three pages (not including any letters of reference).*

Proposals for *Technical Support Expertise for the Treatment of First Episode Psychosis* should **also** demonstrate capacity for expertise providing professional training in person and in group settings; expertise in EBP's required for the NAVIGATE model of Coordinated Care Teams; and capacity for providing professional consultation, workforce development, and consultation with physicians and other prescribers. *Responses should be limited to three pages.*

**c. Description of Target Population:**

**Proposals to provide *Technical Support Expertise*** should demonstrate capacity to provide technical assistance to a potential statewide audience including rural and urban areas of Minnesota and to address and make modifications for any culturally specific needs. Proposals should demonstrate capacity to engage and work collaboratively with partner agencies and individuals, families and additional stakeholders. The proposal should demonstrate the capacity to develop training materials for diverse populations and for people with a variety of learning styles.

**Proposals for the *Mental Health Services for First Episode Psychosis*.** 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) proposed and used by the program to reach the target population. Proposals should demonstrate the agency's capacity to deliver required service components with needed clinical staff. Proposals should include the capacity to build community partnerships and engage representation from underserved community groups. Include a description of the agency's ability to provide culturally responsive services.

**d. Project goals and objectives:** This section should establish goals and objectives of the proposed service provision. Describe specific milestones and outcomes that will be used to demonstrate the agency's capacity and progress towards the required deliverables. Proposals for delivering ***Technical Support Expertise for the Treatment of First Episode Psychosis*** should outline the agency's targets for completing the deliverables for years one and two. Include timeframes and targets for frequency of consultation and proposed training on site and in person for each of the needed service components as well as specific training for service components. *Responses should be limited to five pages.*

**Proposals for the *Mental Health Services for First Episode Psychosis*** should include goals for anticipated size and scope of service; staffing plans; targets for initiation of service delivery; projected community engagement activities including meetings with individuals, families, schools, advocacy groups, primary care providers, crisis teams, law enforcement and other partner agencies. Additional goals for innovative approaches planned for delivery of evidence based FEP services or adding any additional services that may be noted as good practice for FEP such as peer services. *Responses should be limited to five pages.*

**e. Project Activities and Implementation Plan:** All proposals submitted under this RFP must include a detailed work plan, to show how the responder will complete the tasks and deliverables set forth in this RFP. 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. Include how the agency proposes to engage and involve family and educational systems in training and service development.

**f. Evaluation plan:** The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop indicators of the success and effectiveness of the proposed services and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved with timelines for years one and two.

5. **Technical Support Proposals** should include proposed program evaluation strategies and quality improvement measures. Describe methods to evaluate each new team's use of the *NAVIGATE* model and materials methods proposed to measure adherence to basic strategies and skills for interventions under each service component.
6. **Mental Health Services for First Episode Psychosis** proposals should include a framework for evaluating service implementation, delivery and outcomes for years one and years two.

**g. Budget proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain what the estimated costs pay for. Identify what other ancillary services are being 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 their 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 (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness.

**h. Professional Responsibility:** It is crucial that the State locate reliable grantees to serve our clients. The successful responder must be professionally responsible. Therefore, responders must include in their proposals satisfactory information regarding their professional responsibility. 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 the Minnesota Department of Human Services 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 professional status.

### 1. Innovative Concepts

Responders may propose additional service components. If so describe the plan for implementation and budget implications. Innovative concepts may include anything that is evidence based practice that is not within the *NAVIGATE* service model to address first episode psychosis. These could be such practices as trauma informed care, cognitive remediation and peer supports, or youth panels.

## D. Required Statements

Complete the correlating forms found in [eDocs](#) by clicking the links below and submit them as the "Required Statements" section of your proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs 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."

### 1. Responder Information and Declarations ([Responder Information/Declarations Form DHS-7020-ENG](#))<sup>1</sup>:

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 ([Exceptions to Terms and Conditions Form- DHS-7019-ENG](#))<sup>2</sup>:** 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, Grant Contract is attached in the Appendix 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.

---

<sup>1</sup> <https://edocs.dhs.state.mn.us/lfs/server/Public/DHS-7020-ENG>

<sup>2</sup> <https://edocs.dhs.state.mn.us/lfs/server/Public/DHS-7019-ENG>

**3. Affidavit of Non-collusion ([Affidavit of Non-collusion Form- DHS-7021](#))<sup>3</sup>**: Each responder must complete and submit the attached “Affidavit of Non-collusion” form.

**4. Trade Secret/Confidential Data Notification ([Trade Secret/Confidential Data Notice Form- DHS-7015-ENG](#))<sup>4</sup>**: 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. 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 grant 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, Minnesota Statutes, section 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 Minnesota Statutes, section 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

---

<sup>3</sup> <https://edocs.dhs.state.mn.us/lfs/server/Public/DHS-7021-ENG>

<sup>4</sup> <https://edocs.dhs.state.mn.us/lfs/server/Public/DHS-7015-ENG>

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.

**5. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements:**

The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

Depending on the responder's annual income or how long the responder has been in business, a responder is required to submit either a certified financial audit, IRS Form 990, or most recent board-reviewed financial statements. A certified financial audit is a review of an organization's financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization's financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Minnesota nonprofit organizations are required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than \$750,000. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than \$25,000 in annual gross receipts over the past three tax years.

Responders must submit financial information as outlined below with their proposal:

a. Responders with an annual income of under \$25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.

b. Responders with total annual revenue of under \$750,000 should submit their most recent IRS Form 990.

c. Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Responders may also include 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 has 1.) 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.

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 the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization's proposal will 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 reliability.

#### **6. Disclosure of Funding Form ([Disclosure of Funding Form- DHS-7018-ENG](#))<sup>5</sup>**

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee's Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form

---

<sup>5</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7018-ENG>

requires responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). The responder must have a DUNS number before their response is submitted.

## 7. Human Rights Compliance

**A. Affirmative Action Certification. ([Affirmative Action Data Page- DHS-7016-ENG](#))<sup>6</sup>:** For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

**B. Equal Pay Certificate. ([Equal Pay Certificate Compliance – DHS -7075-ENG](#))<sup>7</sup>**

- 1. Scope.** Pursuant to Minnesota Statutes, section 363A.44, the State shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this section would cause undue hardship on the business. This section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

- 2. Application.** If your response to this RFP is or could be within the scope of Minnesota Statutes, section 363A.44, you must apply for an equal pay certificate by paying a \$150 filing fee and submitting an equal pay compliance statement to the Minnesota Department of Human Rights (“MDHR”). MDHR’s Equal Pay Certificate Application Form can be obtained at <http://mn.gov/mdhr/compliance/forms.html>. **It is your sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this proposal and obtain the certification prior to the execution of any resulting contract.**

---

<sup>6</sup> <https://edocs.dhs.state.mn.us/lfs/Server/Public/DHS-7016-ENG>

<sup>7</sup> <https://edocs.dhs.state.mn.us/lfs/Server/Public/DHS-7075-ENG>

3. **Revocation of Contract.** If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by DHS upon notice that the MDHR has suspended or revoked the certificate of the business.
  
4. **Equal Pay Certificate Compliance Form.** You must complete the Equal Pay Certificate of Compliance Form and submit it with your proposal. The Equal Pay Certificate of Compliance Form can be obtained at <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7075-ENG>.

8. **Certification Regarding Lobbying ([Certificate Regarding Lobbying Form- DHS-7017-ENG](#))**<sup>8</sup>: Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must complete and submit the attached "Certification Regarding Lobbying" form.

## IV. RFP Process

### Responders' Questions

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 March 28, 2016.

All questions must be addressed to:

alice.nichols@mn.state.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.

### C. Proposal Submission

One (1) original and four (4) copies of the proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Time on April 5, 2016 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

---

<sup>8</sup> <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7017-ENG>

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: Alice Nichols

Mental Health Division

Department of Human Services

444 Lafayette Road North

St. Paul, MN 55155

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. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations [or Appendix A]. Additionally, the State reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations [or Appendix A], or makes a disclosure which evidences a conflict of interest.

### 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:

Component Total	Possible Points
i. Executive Summary	12.5
ii. Description of the Applicant Agency	12.5
iii. Description of Target Population	12.5
iv. Project goals and objectives	12.5
v. Project Activities and Implementation Plan	12.5
vi. Evaluation plan	12.5
vii. Budget proposal	12.5
viii. Professional Responsibility	12.5
Viii. Innovative concepts-bonus points	12.5
Total:	112.5

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 using the following formula:

<u>Component Rating</u>	<u>Point Factor</u>
Excellent	90 – 100 points
Good	80 – 89 points
Satisfactory	65 – 79 points
Poor	50 – 64 points
Unacceptable	Below 49 points

### 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.

## 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).

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 grant contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

**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 Minnesota Management and Budget. 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 grant contract will be done only to the extent the responder voluntarily assumes risk of non-payment.

**E. Contingency Fees Prohibited.** Pursuant to Minnesota Statutes, section 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 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 which 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 C.F.R. 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 C.F.R. 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. Responder 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. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

a. Workers' Compensation Insurance: Except as provided below, responder must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, responder 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, section 176.041 exempts responder from Workers' Compensation insurance or if the responder has no employees in the State of Minnesota, responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes responder from the Minnesota Workers' Compensation requirements.

If during the course of the grant contract the responder becomes eligible for Workers' Compensation, the responder must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance

b. Commercial General Liability: Responder 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 responder or by a subcontractor or by anyone directly or indirectly employed by the responder 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, to the extent permitted by law.

c. Commercial Automobile Liability: Responder is required to maintain insurance protecting the responder 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 responder 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 responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to responder's professional services required under the grant contract.

Responder 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 responder and may not exceed \$50,000 without the written approval of the State. If the responder desires authority from the State to have a deductible in a higher amount, the responder 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 responder 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 responder shall maintain such insurance for a period of at least three (3) years, following completion of the work. If responder discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder 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 responders 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 responder 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:

- Responder'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 responder's performance under this grant contract;
- If responder receives a cancellation notice from an insurance carrier affording coverage herein, responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Responder is responsible for payment of grant contract related insurance premiums and deductibles;
- If Responder 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 VI.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; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the responder’s policy limits to satisfy the full policy limits required by the grant contract.

4. The State reserves the right to immediately terminate the grant contract if the responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the responder. 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 Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract.

## **VII. State’s Authority**

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 RFP 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. The State will not be liable for any errors in the RFP or other responses related to the RFP.

## Appendix A: Sample State Grant Contract

### State of Minnesota Department of Human Services Grant Contract

#### RECITALS

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, section \_\_\_\_\_ 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:

**1. GRANTEE'S DUTIES.** GRANTEE shall:

#### **2. CONSIDERATION AND TERMS OF PAYMENT.**

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

(a.) **Compensation.** GRANTEE will be paid as follows

(b.) **Reimbursement.** 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 Minnesota Management and Budget. 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.

(c.) **Total obligation.** The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

d. (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.

## 2.2. Terms of Payment

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

The STATE shall issue a second cash advance of \_\_\_\_\_ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the GRANTEE:

---

---

(c.) 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 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (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. \_\_\_\_\_ federal award name and number \_\_\_\_\_ - \_\_\_\_\_. 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.

(e.) GRANTEE's Data Universal Numbering System (DUNS) number is \_\_\_\_\_. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

**3. 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 including business registration requirements of the Office of the Secretary of State. 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.

**4. 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.

**5. TERMS OF CONTRACT.** This grant shall be effective on \_\_\_\_\_, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through \_\_\_\_\_, 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: 10. Indemnification; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; 14. Publicity; and 20. Jurisdiction and Venue.

## **6. CANCELLATION.**

**6.1. 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.

**6.2. 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.

**6.3. Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant 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 grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY and PROJECT MANAGER.**

7.1. **State.** The STATE'S authorized representative for the purposes of administration of this grant contract is Alice Nichols 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 2.2.

7.2. **Grantee.** The GRANTEE'S Authorized Representative is \_\_\_\_\_ or his/her successor. If the GRANTEE'S Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7.3. **Information Privacy and Security.** (If applicable) GRANTEE'S responsible authority for the purposes of complying with data privacy and security for this grant contract is \_\_\_\_\_ or his/her successor.

7.4 **Project Manager.** The STATE'S project manager for this grant contract is \_\_\_\_\_ phone number: \_\_\_\_\_ or his/her successor.

**8. ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

**9. 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.

## **10. INDEMNIFICATION.**

In the performance of this grant contract by GRANTEE, or GRANTEE'S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by GRANTEE'S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) Breach of contract or warranty. The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligation under this grant contract.

**11. STATE AUDITS.** Under Minnesota Statutes, section 16C.05, subdivision 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.

## **12. Information Privacy and Security.**

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Contract, CONTRACTOR will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as CONTRACTOR under this Contract, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the CONTRACTOR or the STATE.
- D. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- E. If the CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract, CONTRACTOR must immediately notify and consult with the STATE's Authorized Representative as to how the CONTRACTOR should respond to the request.
- F. Under this Contract, CONTRACTOR will be performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

- G. CONTRACTOR's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5, to establish appropriate security safeguards for all records containing data on individuals.
- H. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

### 13. 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 grant 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 grant 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 grant 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 grant 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." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

#### **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 grant 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 grant 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 grant 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.

**14. PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State's Authorized Representative.

## **15. HUMAN RIGHTS COMPLIANCE.**

**15.1 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. 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. Minnesota Rules, part 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, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

## 15.2 Equal Pay Certificate.

**A. Scope.** Pursuant to Minnesota Statutes, section 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

**B. Consequences.** If GRANTEE fails to obtain an equal pay certificate as required by Minnesota Statutes, section 363A.44 or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this Contract on behalf of the State, and this Contract may be immediately terminated by STATE upon notice that the MDHR has suspended or revoked GRANTEE'S equal pay certificate.

**C. Certification.** The GRANTEE hereby certifies that it has a current equal pay certificate approved by the MDHR, that it is in compliance with the laws identified in Minnesota Statutes, section 363A.44, and is aware of the consequences for noncompliance.

**16. 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.

**17. 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.

**18. OWNERSHIP OF EQUIPMENT.** Disposition of all equipment purchased under this grant contract 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.

### **19. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT**

**INFORMATION.** GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 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 Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

#### **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

#### **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 GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

**20. 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.

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

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

### **23. OTHER PROVISIONS.**

23.1. 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.

23.2. 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.

23.3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

23.4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

23.5. **Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within ten (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).