Minnesota Department of Human Services, Mental Health Division

Request for Proposals for a Qualified Grantee to Provide Housing with Supports for Adults with Serious Mental Illness

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Housing with Supports for Adults with Serious Mental Illness (HSASMI) Program ......................................................... 31
I. Introduction

A. Purpose of Request

The Minnesota Department of Human Services, through its Mental Health Division (State), is seeking proposals from qualified responders, as authorized by Minnesota Statutes, section 245.4661, subdivision 9 (2), the housing with supports for adults with serious mental illness grant program (HSASMI), to provide supportive services for persons with serious mental illness (SMI) who are homeless, long term homeless, or exiting institutions who have complex needs and face high barriers to obtaining and maintaining housing. Services provided will assist persons to transition to and sustain permanent supportive housing (PSH) which meets the PSH evidence-based practice (EBP) fidelity standards.

B. Objective of this RFP

The objective of this RFP is to contract with a qualified responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for up to 24 months, and available from April 2016 until June 2018, with the option for up to 3 years of extensions.

Qualified responders are Minnesota counties and tribes, mental health service providers, and other social service agencies with expertise serving the proposed target population(s), including expertise serving underserved or disparately impacted populations. Priority will be given to respondent that can assure service supervision by a qualified mental health professional. $4,500,000 in new base funding for the 2016 – 2017 biennium is allocated for the housing with supports for adults with serious mental illness (HSASMI) grants. This RFP is issued for the initial $1,500,000 in state fiscal year (SFY) 2016 funding. A second RFP will be issued in the spring of 2016 for the SFY 2017 funding of $3,000,000. Respondents which are not selected through this RFP may re-apply through the SFY 2017 funding RFP.

In order to assure that the persons served by the HSASMI grants have direct access to supportive housing opportunities the respondents are required to establish partnerships with housing partners that have available sustainable supportive housing units, rental subsidies, or other affordable housing opportunities which can be available for the persons served. Additionally, to assure that the persons served have access to a full range of mental health services the respondent must establish a partnership with the county local mental health authority, regional adult mental health initiative, or a tribal nation mental health agency in order to link persons to their choice of the healthcare services and the resources they are eligible for. The respondent will also assure that the services provided are not supplanting state health plan services, and that the opportunities for the persons served to access other state and federal supportive services are maximized.

The responders will need to demonstrate familiarity with, and a capacity to achieve, the fidelity measures identified in the Substance Abuse and Mental Health Services Administration (SAMHSA) PSH EBP KIT in the Evaluating Your Program document located at:


Throughout the grant period, the Mental Health Division will provide training on the PSH EBP, technical assistance, and conduct fidelity review and assessments which the grantees will be required to participate in. Grantees will also need to submit required data, including registering for and utilizing the Mental Health Information System (MHIS).

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

The housing mission statement (Minn. Stat. §245.461, subd. 4) was added to the Minnesota Comprehensive Adult Mental Health Act in 1989 and directs the commissioner to ensure that housing services are provided as part of a comprehensive mental health service system. The Act assures that persons with mental illness are allowed to live in stable, affordable housing, in settings that maximize their community integration and opportunities for acceptance; they are supported in their active participation in the selection of their housing from those available to the general public; and that they are provided the necessary support regardless of where they choose to live.

In 2007 the Governor’s Initiative on Mental Health made available yearly grant funding for the development of housing with supports for persons with serious mental illness. The HSASMI grants provide supports in permanent supportive housing opportunities for persons occupying about 420 units per year. The HSASMI grants support a range of permanent, lease-base, housing models ranging from single site to scattered site housing projects. In alignment with the housing mission statement, the HSASMI grant housing projects have been selected based upon, and are encouraged to meet, the fidelity standards of the PSH EBP.

The housing with support grants were expanded in 2015 in order to increase the opportunities for persons with serious mental illness to have the supportive services and housing needed to access and retain housing. Additionally these grants support the use of the PSH EBP as the design and assessment standard for the grants, will provide training for grantees, and support the state resources needed for oversight of the HSASMI grants and fidelity based evaluation of the grantees.

The PSH models will assure that tenants have access to affordable housing opportunities which are permanent housing. The definition of permanent housing is lease-based, or ownership-based, housing that does not have a pre-defined time limit. The supportive services will be recovery oriented, person-centered, and will demonstrate capacity to provide or link tenants to best practice and evidence-based mental health services. Examples include certified peer specialist delivered services, individual placement and support (IPS) employment services, and critical time intervention (CTI).

II. Scope of Work

A. Overview

The goal of the HSASMI grants is to assure that persons with serious mental illness, with significant barriers to housing, can obtain and retain permanent supportive housing. Successful grantees will demonstrate housing access and housing sustainability outcomes. Additional program measures will include tenant linkage to mental health services, linkage to natural community supports, and quality of life indicators. Respondents may also identify proposal specific outcomes and goals.

The supportive housing and services responders will meet the fidelity standards of the PSH EBP at application, or identify in the proposal specific objectives to meet fidelity standards within the grant period.

Grantees will provide core services that transition persons into housing, and services to assist persons with sustaining tenancy over time.

- Services will be recovery focused, person-centered, culturally competent, and draw on best and evidence based practices.
- Responders may designate a limited portion of grant funding, no more than 20% of funding, for a housing operating subsidy to cover housing related costs such as deposits and application fees that assist tenants with accessing and establishing a household.
- Services may include a limited amount of outreach activities to identify and engage potentially eligible persons in housing transition services and mental health services.
  - Outreach service includes both efforts to contact people who are homeless in the community through street outreach, and outreach to people in segregated settings such as shelters, hospitals, or other institutional settings, which is sometimes called “in-reach.”
Outreach activities may not use more than 20% of the grant funding and must directly link persons receiving outreach to housing transition services and mental health services.

- Grantees will provide housing transition services to support persons who need assistance with accessing and establishing housing.
- Grantees will provide tenancy sustaining services to support persons in maintaining tenancy once housing is secured.

Responders will identify a service area within Minnesota, and the targeted units or subsidy resources that will be available for persons with SMI. Grantees must demonstrate compliance with fair housing laws, and may not limit access to the housing or grant based services by establishing requirements which limit fair housing, healthcare, or service access.

Grantees must demonstrate strong housing and mental health partnerships by submitting a cooperative agreement identifying the housing agency, grant service provider(s); and the county local mental health authority, regional adult mental health initiative, or a tribal nation mental health agency partners. The cooperative agreement will define the partner’s roles and responsibilities.

The grantee will serve persons with serious mental illness, which is defined as persons with mental illness as stated in MS 245.462, Subd. 20(a), “that seriously limits a person’s capacity to function in primary aspects of daily living such as personal relations, living arrangements, work, and recreation.” Additionally the person must meet any of the following homeless criteria priorities:

1. Persons residing in an institution or other segregated setting who will be homeless upon discharge.
2. Persons experiencing homelessness for one year or more, or multiple times in the last 3 years.
3. People experiencing or at imminent risk of homelessness.

Persons with serious mental illness is inclusive of persons with co-occurring chemical dependency, and transition age youth. Transition age youth is defined as a person 25 years of age or younger who is unaccompanied by a parent or guardian, meets one of the homeless criteria above, and will become legally able to enter into a lease agreement for a housing unit within the grant period.

Respondents may identify specific project priorities that address the service, housing, and culturally specific needs of underserved or disparately impacted populations.

Grantees will collect and submit identified data that is accurate and reported timely, including using the Mental Health Information System (MHIS). Grantees will also participate in required technical assistance, fidelity reviews, and assessments.

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.

**B. Tasks Deliverables**

The responder will describe how the following deliverables will be met.

**Reporting Requirements**

1. **Data Reporting**
   a. **MHIS:** A grantee will be able to report in MHIS by enrolling as a Minnesota Health Care Provider using either National Provider Identifier (NPI), Unique Minnesota Provider Identifier (UMPI), or other eligible identifier. The grantee will also complete MHIS reporting for all HSASMI service recipients as described in the [MHIS Manual](#).
   b. **Housing Data:** Using the HSASMI Budget, Data, Reporting Tool (appendix B) a grantee will submit housing data that identifies the housing models and housing commitments that the service recipients access. The housing data is submitted at the end of each state fiscal year and at the
end of the calendar year, the six month periods ending June 30 and December 31, and at contract end.

c. Service Data: Using the HSASMI Budget, Data, Reporting Tool (appendix B) a grantee will submit program service data which cannot be collected via MHIS. The HSASMI service data is submitted at the end of each state fiscal year and at the end of the calendar year, the six month periods ending June 30 and December 31, and at contract end. Service data is reported by each of the HSASMI service types, outreach services, housing transition services, and tenancy sustaining services.

2. Outcome Measures and Reporting
   a. HSASMI measures and reporting: Using the HSASMI Budget, Data, Reporting Tool (appendix B) a grantee will submit outcomes at the end of each state fiscal year and at the end of the calendar year, the six month periods ending June 30 and December 31, and at contract end. The outcome measures address the three service categories:
      i. Outreach Service outcomes
      ii. Housing Transition Service outcomes
      iii. Tenancy Sustaining Service outcomes
   b. Grantee outcome measures and reporting: Using the HSASMI Budget, Data, Reporting Tool (appendix B) respondents are encouraged to identify and report on project specific outcomes and measures that reflect the persons served, targeted household(s), and objectives of the project.

3. Fiscal Reporting
   a. The Enterprise Grants Management System (EGMS) is required for fiscal reporting. EGMS is an internet based quarterly reporting tool used by DHS for grant management and issuing electronic payments.
   b. Budget Report: Using the HSASMI Budget, Data, Reporting Tool (appendix B) at the end of each state fiscal year, and at contract end, grantees will submit a budget report detailing the use of grant funding. The proposed budget will be submitted using the HSASMI Budget, Data, Reporting Tool (appendix B). Including the HSASMI grant request; expenses for outreach services, housing transition services, tenancy sustaining services, and direct service administrative costs; indirect administration; and housing operating subsidy expenses.

Project Activities

4. Direct Supportive Services
   a. Outreach Services: Reaches out to potentially eligible individuals who are homeless, in an institutional or segregated setting, and not connected with a mental health or housing service. Engages the person in services, provides assessment, and helps to access and transition to sustainable services. The activities of outreach service is comprised of four elements:
      i. Identification – Identifying potentially eligible mental health service recipients, locating unserved or underserved persons who are homeless in the community and in institutional or segregated settings.
      ii. Engagement – Contacting a person in order to engage them in services. Engagement establishes trust, builds a working relationship, and educates the person about service and resource options.
      iii. Assessment – Ongoing evaluation of a person’s strengths, needs, preferences, recovery goals, and their barriers to accessing services, housing, and resources.
      iv. Access – Assisting the person with identifying their service and housing preferences, helping them to resolving barriers to access, and facilitating the person’s transition to sustainable services, housing, and needed resources.
   b. Housing Transition Services: Is a required service that will provide direct support to persons with SMI who need assistance with accessing housing. The eligible service activities are:
      i. Conduct tenant screening and housing assessment to identify the person’s preferences and barriers to successful tenancy.
ii. Develop an individualized housing support plan based on the housing assessment that identifies barriers, measurable short and long-term goals, establishes the person’s approach to meeting the goal, and identifies needed providers or services to meet the goal.

iii. Assist with the housing search and application process.

iv. Identify resources to cover one-time expenses that facilitate access of housing and establishment of a household such as security deposits, moving costs, furnishing, adaptive aids, and environmental modifications.

v. Ensure that the living environment is safe and ready for move-in.

vi. Assist with arranging for and supporting the details of the move.

vii. Develop a housing support crisis plan that includes prevention and early intervention services when housing is jeopardized.

c. Tenancy Sustaining Services: Is a required service that will provide direct services to support persons with SMI in sustaining tenancy once housing is secured. The eligible service activities are:

i. Provide early identification and intervention for behaviors that may jeopardize housing.

ii. Provide education and training on the roles, rights and responsibilities of the tenant and the landlord.

iii. Coach on developing and maintaining key relationships with landlords and property managers in order to foster successful tenancy.

iv. Assist with resolving disputes with landlords, property managers, and neighbors to reduce the risk of eviction or other adverse action.

v. Provide advocacy and linkage to community resources to prevent eviction or other negative housing outcomes.

vi. Assist with the housing recertification process.

vii. Coordinate with the tenant to review, update and modify their individualize housing support and housing support crisis plans on a regular basis to reflect current goals, needs, and housing retention barriers.

viii. Provide ongoing training on responsible tenancy, lease compliance, and support with activities related to household management.

d. Service Supervision: The direct services of outreach, housing transition, and tenancy sustaining services must be supervised by a qualified mental health professional. Respondents will identify the qualifications of the mental health professional, and the plan for providing supervision of project staff.

e. Staff Qualifications: The recommended staff qualifications are mental health professional, mental health practitioner, mental health rehab worker, or certified peer specialists. Other eligible staff are staff who are trained, or have demonstrated experience, in serving persons with serious mental illness or the project priority households. The respondent will describe the staffing, qualifications, training, and the supervision plan for the staff. Respondents will describe staff and agency capacity to provide culturally relevant services. The respondent will also identify staffing details in the HSASMI Budget, Data, Reporting Tool (appendix B).

i. Respondents that employ certified peer specialists for the provision of direct supportive services may be eligible for additional evaluation points (see section V.C.2.). The respondent should include details on the employment support for and duties of certified peer specialist staff.

5. Housing Operating Subsidy: The housing operating subsidy covers housing related costs that assist tenants with accessing and establishing a household. These expenditures are one-time or of limited duration or scope, examples include deposits, application fees, household supplies, tenant education, and rental history remediation. The housing operating subsidy may not be used for ongoing housing related expenditures such as rental assistance, utilities, car payments, or mortgage payments. The proposal may identify and describe a limited housing operating subsidy administration expense for managing the expenditures.

6. Training, Agency Capacity, Fidelity Review and Assessment
f. Training: The Mental Health Division will provide technical assistance and training bimonthly via videoconference, phone conference, or webinar for one to two hours which the grantee will be required to participate in.

g. Fidelity standards: The fidelity scale identified in the Substance Abuse and Mental Health Services Administration Permanent Supportive Housing Evidence Based Practice KIT in the Evaluating Your Program document will be the fidelity standards used for review and assessment.

h. Agency capacity: Respondents will describe how the proposal meets the fidelity standards of permanent supportive housing, and the agency’s capacity to achieve and sustain fidelity standards.
   i. Fidelity review and assessment: Grantees will be reviewed yearly using the Fidelity Scoresheet and must demonstrate, or be actively working to meet, a minimum fidelity score of 21 out of 28 possible points. Upon review grantees that do not meet the minimum fidelity score will put in place a Mental Health Division approved plan to meet the minimum fidelity score.

7. Administration: The allowable administrative expenses are separated into two categories, direct services administration and indirect administration costs. Direct services administration are the expenses specific to supporting staff performing direct delivery of services, including for example staff travel, training, and contracted services. Indirect administration expense are the expenses needed to manage and oversee the program for the responder agency.

Partnerships

8. Critical Partnerships: Sustainable PSH for persons with SMI requires critical partnerships that reflect the needs of the persons to be housed and served, and identifies the resources and coordination that the partners can contribute to the proposed project. These partners include, but are not limited to, the respondent service provider; a local county, tribal nation, or AMHI mental health system entity; and the housing owner, property manager, or housing agency that manages the housing resources available. The partners may include agencies with cultural expertise for the targeted service recipients, employment partners, or other specialized service providers, or other community supports needed to assist the tenants.
   a. Identify Partners: The proposal should detail the critical partnerships and the role each will have. The respondent will submit with the application a letter of support from each partner or a cooperative agreement representing all partners.
   b. Cooperative Agreement: Selected grantees will submit a cooperative agreement prior to the finalization of the contract. The cooperative agreement will detail the parties involved, term of the agreement, purpose of the agreement, guiding principles, responsibilities of the partners, the rights and responsibilities of tenants, and the implementation, evaluation, and contacts of the agreement. An example cooperative agreement is located in appendix C.

9. Housing Partnerships: Since the available funding does not cover the costs of ongoing housing assistance, the respondent needs to identify in the application the details of the housing partner(s) commitment to making available or targeting housing resources. Additionally using the HSASMI Budget, Data, Reporting Tool (appendix B) the respondent will detail:
   a. Housing models: They type of housing models and number of proposed units to be accessed by tenants.
   b. Housing commitment: The types of federal, state, and local rental assistance and the number of households or units to be available.

10. Service Partnership: The respondent will describe the outreach, housing transition, and tenancy sustaining services to be provided, including the proposed number of persons to be served.
   a. Service commitment: The respondent will also identify in the HSASMI Budget, Data, Reporting Tool (appendix B) the services and number proposed to be served.
11. Priorities: The respondent will identify how they will serve persons with serious mental illness, defined as persons with mental illness as stated in MS 245.462, Subd. 20(a), “that seriously limits a person’s capacity to function in primary aspects of daily living such as personal relations, living arrangements, work, and recreation.” The respondent will also describe how they will address the three homeless criteria priorities identified in section II. A. above. Additionally using the HSASMI Budget, Data, Reporting Tool (appendix B) the respondent will detail:
   a. Required priorities: The number of persons meeting the three homeless criteria priorities identified in section II.A. that are proposed to be served.
   b. Project priorities: Describe any project specific households to be prioritized for services and the number of households targeted. Describe the agency expertise and capacity to provide relevant services for the priority households.
      i. Respondents prioritizing persons served by the Projects for Assistance in Transition from Homelessness (PATH) or Bridges Regional Treatment Center (BRTC) programs may be eligible for additional evaluation points (see section V.C.2.). The partnerships needed to support persons served by these programs will need to be described clearly in the application, and be identified in the letters of support and the cooperative agreement.

III. Proposal Format

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

A. Required Proposal Contents

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component).

1. Cover Page
2. Table of Contents
3. Proposal Requirements
   a. Executive Summary
   b. Description of the Applicant Agency
   c. Description of Target Population
      i. Priorities
   d. Project Goals and Objectives
   e. Project Activities and Implementation Plan
      i. Direct supportive services
      ii. Housing operating subsidy
   f. Partnerships
      i. Critical partnerships
      ii. Housing partnerships
      iii. Service partnerships
   g. Reporting Requirements
      i. Data reporting
      ii. Fiscal reporting
   h. Evaluation Plan
      i. Outcome measures and reporting
      ii. Training, agency capacity, fidelity review and assessment
   i. Budget Proposal
      i. Administration
j. Professional Responsibility

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
   h. Affirmative Action Data Page
   i. Equal Pay Certificate

5. Appendix B.
   a. HSASMI Budget, Data, Reporting Tool

B. Proposal Requirements

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

The proposal narrative will be submitted using a standard page format and a maximum page count per section. Submitted narratives will have a page size of 8 ½ x 11 inches, single sided, single spaced, with 1 inch margins. The narrative font will be size 12-point font in black color only. Each page will have the respondent agency name identified in the header right margin, the project name in the footer right margin, and the page number in the footer left margin. Do not bind, staple, or hole punch the submitted narrative.

a. Executive Summary (maximum 2 pages): This component of the proposal should demonstrate the responder’s understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the responder’s overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

b. Description of the Applicant Agency (maximum 1 page): This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program. The responder should demonstrate the length, depth, an applicability of all prior experience in providing the requested services. Letters of reference may be included. The responder should also demonstrate the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed services.

c. Description of Target Population (maximum 2 pages): Describe the level of need for services in your community and what group or groups of individuals will be targeted for services by the program. Discuss whether your program and activities will have a local, regional or statewide impact and whether they will serve low- and moderate-income individuals and families. Include a description of the referral system(s) used by the program to reach the target population. Describe how the targeted priorities, including the required priorities and project priorities, will be met (Section II.B.11).

d. Project Goals and Objectives (maximum 2 pages): This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program’s effectiveness.

e. Project Activities and Implementation Plan (maximum 6 pages): All proposals submitted under this RFP must address, in sufficient detail, how the responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner,
including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement. Describe in detail how and by whom the direct supportive services and housing operating subsidy activities will be delivered (Sections II.B.4. and 5.).

f. Partnerships (maximum 3 pages): Describe the partnerships (Section II.B.8. to 10.) that the project will rely on to accomplish the work and meet the housing and service outcomes of the tenants, HSASMI program, and the proposed project. Include a summary of contributions and responsibilities of the critical, housing, and service partners involved. Identify how the partnerships will align with the project priorities (Section II.B.11). Responders should submit letters of support from the relevant partners, or a cooperative agreement, indicating these partnerships.

g. Reporting Requirements (maximum 1 pages): The respondent will describe their capacity to collect and submit the data reporting, outcome measures, and fiscal reporting requirements identified in Sections II.B.1. through II.B.3. Including respondent capacity to utilize the Mental Health Information System (MHIS) and the Enterprise Grants Management System (EGMS), and the need for any technical assistance to assure the ability to use these systems.

h. Evaluation plan (maximum 3 pages): The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must describe how they will utilize the HSASMI outcomes identified in Section II.B.2.a. and detailed in the HSASMI Budget, Data, Reporting Tool (appendix B) to assess and guide the project. The respondent will also detail any project specific outcomes and measures and how these measures will demonstrate the impact of the project (Section II.B.2.b.). The respondent will include all proposed outcomes and measures in the HSASMI Budget, Data, Reporting Tool (appendix B). This section will also describe respondent agency capacity to meet the training expectations, fidelity standards, and comply with fidelity review and assessment as described in Section II.B.6. The respondent will also explain any limitations or difficulty with meeting the training expectations, fidelity standards, and fidelity review and assessment expectations, and what will be needed to meet the requirements.

i. Budget proposal (maximum 4 pages): 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 by expense type - outreach services, housing transition services, tenancy sustaining services, and housing operating subsidy. Additionally, this budget narrative will describe and explain direct service administration, indirect administration expenses as identified in Section II.B.7. Explain the proposed use of the grant funds and any 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. The brief proposed budget must be submitted as part of the HSASMI Budget, Data, Reporting Tool (appendix B).

j. Professional Responsibility (maximum 1 page): 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.

C. Required Statements

Complete the correlating forms found in eDocs by searching for the form numbers referenced below, or pasting the form file path name found in the footnotes below to your browser, 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):
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):
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.

3. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021):
Each responder must complete and submit the attached “Affidavit of Noncollusion” form.

1 http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp
2 https://edocs.dhs.state.mn.us/Ifserver/Public/DHS-7020-ENG
3 https://edocs.dhs.state.mn.us/Ifserver/Public/DHS-7019-ENG
4 https://edocs.dhs.state.mn.us/Ifserver/Public/DHS-7021-ENG
4. Trade Secret/Confidential Data Notification (Trade Secret/Confidential Data Notice Form- DHS-7015-ENG)\(^5\): 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, 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 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.

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\(^5\) https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7015-ENG
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.) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meets the requirements of the Single Audit Act, the responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county’s financial status.

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]6)

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.

6 https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7018-ENG
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 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): 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)

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.

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/lfservlet/Public/DHS-7075-ENG.

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7 https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7016-ENG
8 https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7075-ENG
IV. RFP Process

A. Responders’ Conference

A Responders’ Conference will be held on March 21, 2016, at 2:30 – 3:30 PM Central Time at 444 Lafayette, St. Paul, MN, Room 5137. The conference will serve as an opportunity for responders to ask specific questions of State staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders may attend via video or phone conference (contact the State contact for this RFP for more information about attending the conference). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective responders after the conference.

B. Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on March 18, 2016. All questions must be addressed to:

Request for Proposal Response
Attention: Gary M. Travis
Mental Health Division
Department of Human Services
P.O. Box 64981
St. Paul, MN 55164-0981
Phone (651) 651-2252
FAX #: (651) 431-7566
Questions may also be e-mailed to Gary.M.Travis@state.mn.us

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

Questions will be addressed in writing and distributed to all identified prospective responders. Every attempt will be made to provide answers timely, with the intent that they are sent no later than March 31, 2016.

C. Proposal Submission

One (1) original and one (1) copy of the proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Time on April 15, 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” in the header left margin. All proposals, including required copies, must be submitted in a single sealed package or container. The main body of the proposal pages must be numbered at the footer left margin and submitted in 12-point font, in black color only, on 8 ½ X 11 inch paper, single spaced. Each page will have the respondent agency name identified in the header right margin, and the project name in the footer right margin. Do not bind, staple, or hole punch the submitted narrative. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the responder’s discretion, but will be included in the page count for each narrative section.

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

Attention: Gary M. Travis
The MS Excel workbook of the HSASMI Budget, Data, Reporting Tool (appendix B) must be submitted via email by 4:00 p.m. Central Time on April 15, 2016 to be considered. Submit the HSASMI Budget, Data, Reporting Tool to:

Gary.M.Travis@state.mn.us, use the Subject: HSASMI Reporting Tool - Respondent Name

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 __150___ 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. 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 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:

<table>
<thead>
<tr>
<th>Component Total</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Executive Summary</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>b. Description of the Applicant Agency</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>c. Description of Target Population</td>
<td>5</td>
</tr>
<tr>
<td>d. Project goals and objectives</td>
<td>10</td>
</tr>
<tr>
<td>e. Project Activities and Implementation Plan</td>
<td>30</td>
</tr>
<tr>
<td>f. Partnerships</td>
<td>15</td>
</tr>
<tr>
<td>g. Reporting Requirements</td>
<td>5</td>
</tr>
<tr>
<td>h. Evaluation plan</td>
<td>15</td>
</tr>
<tr>
<td>i. Budget proposal</td>
<td>45</td>
</tr>
<tr>
<td>j. Professional Responsibility</td>
<td>5</td>
</tr>
<tr>
<td>k. HSASMI Priorities</td>
<td>10</td>
</tr>
<tr>
<td>i. Targeted Households include PATH</td>
<td></td>
</tr>
<tr>
<td>ii. Targeted Households include BRTC</td>
<td></td>
</tr>
<tr>
<td>iii. Staff includes Certified Peer Specialists (CPS)</td>
<td></td>
</tr>
<tr>
<td>l. HSASMI Budget, Data, Reporting Tool</td>
<td>10</td>
</tr>
<tr>
<td>Total:</td>
<td>150</td>
</tr>
</tbody>
</table>

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. A Pass/Fail component will pass if the proposal material is responsive to the requested item.

c. After reviewing the proposals, the members of the evaluation team will rate each proposal component using the following formula:

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.

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 Rights Reserved

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

A. Reject any and all proposals received in response to this RFP;
B. Disqualify any responder whose conduct or proposal fails to conform to the requirements of this RFP;
C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
D. Select for contract or for negotiations a proposal other than that with the lowest cost or the highest evaluation score;

E. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the proposal more favorable to the State, and accept such proposal as modified;

F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

G. Negotiate as to any aspect of the proposal with any responder and negotiate with more than one responder at the same time, including asking for responders’ “Best and Final” offers;

H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and

I. Cancel the 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.

Remainder of the page intentionally left blank. (Appendices follows)
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 ____________ 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 GRANTEE 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 GRANTEE 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, GRANTEE 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 grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

C. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this Contract, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE 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 GRANTEE 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 GRANTEE or the STATE.

D. In its capacity as GRANTEE under this contract, GRANTEE 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 GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.

E. If the GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract, GRANTEE must immediately notify and consult with the STATE’s Authorized Representative as to how the GRANTEE should respond to the request.

F. Under this Contract, GRANTEE 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 GRANTEE in performing its duties under this Contract.

G. GRANTEE’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. GRANTEE 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 GRANTEE in performing its duties under this Contract.


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 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 goods 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. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE 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).
Appendix B: HSASMI Budget, Data, Reporting Tool

The Housing with Supports for Adults with Serious Mental Illness (HSASMI) Budget, Data, Reporting Tool is a MS Excel workbook for submitting the HSASMI Grant Request and Budget, Housing and Service Commitments, and Outcome Measures and Reporting. Respondents will submit descriptions and proposed numbers for each of the three worksheets, including grantee outcomes and measures identified on the Outcome Measures and Reporting worksheet.

Selected grantees will confirm the numbers and amounts of the HSASMI Budget, Data, Reporting Tool with the Mental Health Division for inclusion of the subtotals and totals in the contract. The reporting tool will be used to collect project data for the duration of the contract.

To request a copy of the HSASMI Budget, Data, Reporting Tool contact Gary M. Travis by phone or email at:

Gary M. Travis  
Mental Health Program Consultant  

Phone: (651) 431-2252  
Email: Gary.M.Travis@state.mn.us

Department of Human Services  
Adult Mental Health Division  
PO Box 64981  
St. Paul, MN 55164-0981
Appendix C: Cooperative Agreement

Housing with Supports for Adults with Serious Mental Illness (HSASMI) Program

Beginning in 2007, the Department of Human Services - Mental Health Division (DHS-MHD) was authorized to award mental health grants to support the increased availability of a range of housing options with supports for adults with serious mental illness (SMI) who need housing with linked supports. In 2015 the housing with support grants were expanded and the infrastructure put in place to facilitate the use of Permanent Supportive Housing as an Evidence Based Practice as the fidelity standard for the HSASMI program. DHS-MHD believes that the coordination of housing and supportive services is critical to helping individuals with a serious mental illness live successfully in community settings.

The purpose of the Cooperative Agreement is to describe the respective roles and responsibilities of the Housing Agency, Service Provider, and the county Local Mental Health Authority, Adult Mental Health Initiative, and/or Tribal Nation mental health collectively defined here as the Local Mental Health Entity (LMH Entity) in the process of coordinating the mental health supportive services, data collection and reporting at the above project. Since 1997, counties have self-selected to be a part of a regional Adult Mental Health Initiatives (AMHI) in the State of Minnesota. Counties, individually or working together in an AMHI, may enter into this agreement. The Minnesota Tribal Nations as sovereign governments which are responsible for mental health services for member Indians and for reservation housing development may also enter into this agreement.

The following outline is a guide for the Cooperative Agreement. Although the details of such an agreement will necessarily reflect the needs of this specific project, the unique features of the partners entering the agreement, the needs and wishes of applicants and tenants, and other local circumstances, the goal will be the same - to assist individuals with serious mental illnesses in obtaining and retaining stable supportive housing and services within their community.

The sample Cooperative Agreement begins on next page.
COOPERATIVE AGREEMENT BETWEEN THE
DEVELOPMENT HOUSING AGENCY, PRIMARY SERVICE PROVIDER AND
LOCAL MENTAL HEALTH AUTHORITY/ADULT MENTAL HEALTH INITIATIVE/TRIBAL NATION

I. PARTIES:
This Cooperative Agreement is between the [Housing Agency] (Housing Agency) of a supportive housing development located at [Street, City, State, Zip], the [Primary Service Provider] (Service Provider) working at the development, and the [Local Mental Health Authority, Adult Mental Health Initiative, and/or Tribal Nation Mental Health Entity] collectively defined here as the Local Mental Health Entity (LMH Entity).

II. TERM OF AGREEMENT:
State the duration of the agreement, usually for the term of the Housing with Supports for Adults with Serious Mental Illness (HASAMI) Grant.

III. PURPOSE:
States the purpose — for example: to help persons with a serious mental illness (including those who are homeless) to access appropriate housing in the above development, treatment and supportive services, and income supports -- to encourage cooperation and partnership between the Housing Agency / Service Provider and an LMH Entity.

IV. GUIDING PRINCIPLES:
State the guiding principles of the Cooperative Agreement.
For example:

A. Individuals with serious mental illness will have fair and equitable access to housing and that access to grant-based supports will be based solely on meeting eligibility criteria, not on participation in service programs or on site supports.

B. The Service Provider and the LMH Entity jointly recognize that:
1. Persons with serious mental illnesses are diverse in terms of their strengths, motivations, goals, backgrounds, needs, and disabilities.
2. Not all individuals with serious mental illness who apply for housing will need to be clients of the LMH Entity or linked to support services in order to live successfully in the community.
3. People with serious mental illnesses are members of the community with all the rights, privileges, opportunities, and responsibilities accorded other tenants and applicants.
4. People with serious mental illnesses have the right to meaningful choices in matters affecting their lives.
5. In developing the Cooperative Agreement, the input of tenants and mental health consumers in the community should be sought.
6. Nothing in the agreement precludes the LMH Entity from providing services to housing applicants or tenants who are not LMH Entity clients and who request mental health services while the agreement is in effect.

C. Therefore, the service provider and LMH Entity resolve:
1. To make available as many housing options as possible, coordinated with supportive services and tailored to meet the needs of each person with serious mental illnesses who requires them;

2. To assure that housing supportive services are, to the extent possible;
   a. based on the individual's needs, preferences, and desires;
   b. safe, decent, and accessible to transportation;
   c. offered in the least restrictive manner; and
   d. flexible in terms of site, intensity, and schedule.

3. To work cooperatively to achieve the stated purpose.

V. RESPONSIBILITIES:
List the responsibilities of the service provider and LMH Entity and the tenants to be served, the services available to tenants, the site of services, the times available, and the manner in which these services can be obtained.

For example:

A. The LMH Entity will:
   1. Be responsible for identifying and referring to the SERVICE PROVIDER low-income individuals in need of housing who have serious mental illnesses. This may include determining initial eligibility of the serious and mental illness. This may also include assisting tenants with the application process and in determining their best options given the housing eligibility criteria and requirements for residency.
   2. Provide assistance to tenants in understanding rights and responsibilities under a lease. This would include explaining the eviction notification and appeal process.
   3. Provide consultation to the Housing Agency and Service Provider in the management of disputes or differences between tenants or between tenants and the Housing Agency or Service Provider.
   4. Provide assistance, advice and services to individuals with serious mental illnesses who are experiencing problems related to housing.
   5. Encourage tenants to make rental payments in a timely manner.
   6. Assist tenants in maintaining the unit in good repair.
   7. Provide emergency response on a 24-hour basis to tenants and/or the Housing Agency and Service Provider.
   8. Upon request provide certification, with the consent or agreement of the applicant or tenant, where possible, that the LMH ENTITY is providing and will continue to provide assistance to the applicant who may require certain assistance to meet the screening criteria of the Housing Agency and Service Provider. Such assistance will continue as long as the applicant wishes it, is eligible for, and funding is available.
   9. Provide, or identify specific agencies to provide, any necessary mental health and support services to tenants, as needed and as agreed to by the tenant. These services may include, but are not limited to, the following:
      a. targeted case management services;
      b. diagnosis and treatment of serious mental illnesses;
c. services targeted to assist tenants in maintaining their housing and/or preventing episodes of homelessness;
d. rehabilitation, vocational training, and employment assistance;
e. income support and benefits;
f. general health care and dental services;
g. alcohol and/or other drug abuse treatment;
h. consumer and family involvement; and
i. legal protection (including protection provided under civil rights laws, such as the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990).

B. The Housing Agency will:
1. Provide to the LMH ENTITY a copy of its tenant selection policies. The selection policy will include, but is not limited to:
   a. a tenant selection plan which covers the process for selecting residents, including:
      • the organization of the waiting list;
      • the method by which applicants will be chosen from the waiting list and offered available dwelling units; and
      • the screening and intake process including reasonable accommodations, when necessary.
   b. the tenant selection criteria for determining:
      • eligibility requirements to qualify for residency;
      • tenant selection priorities such as homeless or disabled; and
      • suitability for residency.
2. Provide to the LMH ENTITY a sample copy of the Housing Agency’s lease agreement which may cover:
   a. requirements for maintaining residency;
   b. lease and grievance procedures;
   c. policy regarding holding units for tenants who are unavoidably absent from their units for a period of time, as in the case of extended medical or psychiatric crisis; and
   d. specific policies relevant to the particular activities or amenities on site (e.g., congregate dining, pets).

C. The Service Provider will:
1. Provide to new tenants an explanation of tenant rights and responsibilities, including payment responsibilities.
2. Provide to new tenants an orientation covering such topics as what, if any, services are available at the housing site, or what the housing site provides (e.g., laundry facilities, recreational-social activities).
3. Work with appropriate support agencies to provide assistance to new tenants to familiarize them with the community resources.
4. Collect necessary HSASMI data to complete the Program Outcomes Status Report (POSR), and provide reports to the Department of Human Services Adult Mental Health Division.
D. All parties will jointly:

1. Work together to increase the supply of supportive housing available to persons with serious mental illnesses and provide as broad a range of choices (e.g., locale, level of services, integration with non-disabled persons) as possible by:
   a. developing housing specifically designed for persons with serious mental illnesses; and
   b. using local preferences and set-asides of units for persons needing supportive mental health services in ongoing housing programs.

2. Administer all of its policies and procedures on a nondiscriminatory basis in accordance with the Fair Housing Act which prohibits discrimination in the sale or rental of housing on the basis of handicap, and Section 504 of the Rehabilitation Act of 1973 which says that no persons shall be denied an opportunity to participate in or benefit from any Federally assisted program because of handicap. In particular, under the Fair Housing Act, the available units may be used by individuals with mental disorders, who are not referred by, or tenants of, the mental health authority, but who meet housing program eligibility criteria.

3. Develop, in accordance with concerns for tenant confidentiality, a mutual referral process for any persons who is in need of, and who appears eligible for, mental health supportive services or housing. When referrals are made, the parties will ensure the coordination of support services and housing to the mutual tenant.

4. Collaborate and/or support the entity responsible for entering the tenant data into POSR or the collection of HMIS data.

5. All parties will provide technical assistance and training, as necessary, to ensure a reasonable working understanding of:
   a. serious mental illnesses, mental health programs and the service delivery system; and in recognizing the unique needs, strengths, and skill of individuals with mental health problems;
   b. tenant population characteristics, and the benefit of ongoing cooperative efforts between the Housing Agency, service provider, and LMH Entity to meet the housing needs of the population; and

6. Develop strategies for managing crises involving multiple tenants.

7. Identify and adhere to requirements or standards regarding confidentiality of tenant information, such as requiring the tenant’s permission to release information to the housing agency, manager, or service provider.

8. Involve tenants and, as appropriate, family members in efforts to plan, deliver, monitor, and evaluate the quality of housing and supportive services.

VI. TENANT RIGHTS AND RESPONSIBILITIES:

Describe the rights and responsibilities of tenants. For example:

A. No tenant will be evicted or otherwise penalized by the HOUSING AGENCY or SERVICE PROVIDER solely for terminating their status as a recipient of services from the LMH
ENTITY, provided they continue to fulfill essential occupancy requirements specified in the lease signed by all applicants.

B. A tenant at risk of jeopardizing occupancy requirements and who ceases receiving services from the LMH ENTITY and/or Service Provider will, to the extent possible, have the opportunity to re-establish the service relationship with the LMH ENTITY, or alternatively to make similar, equivalent arrangements with another LMH Entity or Service Provider chosen by the individual, in order to develop a plan which will result in meeting occupancy requirements.

VII. IMPLEMENTATION AND EVALUATION:

A. Describes issues related to implementation and evaluation such as:
   1. How the agreement can be modified, amended or terminated;
   2. How problems in implementing the agreement will be resolved; and
   3. How the Cooperative Agreement will be reviewed to determine if the policies and procedures are effective in helping individuals access housing and maintain residence in a manner that is satisfactory to the individual, other tenants, the LMH ENTITY, the HOUSING AGENCY and the SERVICE PROVIDER.

B. Designates liaisons to oversee, facilitate, and periodically monitor and evaluate the agreement.

_____________________________________________  Date:   
Signatory (for HOUSING AGENCY)

_____________________________________________  Date:   
Signatory (for SERVICE PROVIDER)

_____________________________________________  Date:   
Signatory (for LMH ENTITY)