

Minnesota Department of  
Human Services  
Health Care Administration Division

*Request for Proposals for a Qualified  
Grantee to Implement Data Analytic  
Projects within Integrated Health  
Partnerships*

---

*Date of Publication: April 6, 2015*

*Americans with Disabilities Act (ADA) Statement: This information is available in accessible formats for people with disabilities by calling 651-431-2202 or by using your preferred relay service. For other information on disability rights and protections, contact your agency's Americans with Disabilities Act (ADA) coordinator.*

# Table of Contents

- I. Introduction ..... 3
  - A. Purpose of Request ..... 3
  - B. Objective of this RFP ..... 3
  - C. Eligible Applicants and Available Funding ..... 3
  - D. Background ..... 3
- II. Scope of Work ..... 5
  - A. Overview ..... 5
  - B. Tasks Deliverables ..... 6
- III. Proposal Format ..... 7
  - A. Required Proposal Contents ..... 7
  - B. Proposal Requirements ..... 7
  - C. Required Statements ..... 10
- IV. RFP Process ..... 14
  - A. Responders’ Questions ..... 14
  - B. Proposal Submission ..... 14
- V. Proposal Evaluation and Selection ..... 15
  - A. Overview of Evaluation Methodology ..... 15
  - B. Evaluation Team ..... 15
  - C. Evaluation Phases ..... 16
  - D. Contract Negotiations and Unsuccessful Responder Notice ..... 18
- VI. Required Contract Terms and Conditions ..... 18
- VII. State’s Rights Reserved ..... 23
- Appendix A: Application Cover Sheet ..... 25
- Appendix B: Minnesota Accountable Health Model Budget Template ..... 26
- Appendix C: Budget Justification Narrative ..... 28
- Appendix D: Sample Grant Contract ..... 29
- Appendix E: Equal Pay Certificate ..... 41

## **I. Introduction**

### **A. Purpose of Request**

The Minnesota Department of Human Services, through its Health Care Administration (State), is seeking Proposals from qualified Integrated Health Partnerships for data analytics projects that will advance the goals of the Minnesota Accountable Health Model. Successful Responders will receive funds to implement or expand data analytic projects or tools that enhance their ability to achieve the Triple Aim of health care which includes: improving the patient experience of care (including quality and satisfaction), improving the health of populations and reducing the per capita cost of health care.

### **B. Objective of this RFP**

The objective of this RFP is to provide grant funding for qualified Responder(s) to accelerate the data analytic work necessary for their organization to participate effectively in accountable care payment arrangements. The term of any resulting grant contract is anticipated to be for 18 months from July 1, 2015 until December 31, 2016.

Proposals must be submitted by 4:00 p.m. Central Time on May 18, 2015. 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. Eligible Applicants and Available Funding**

Eligible applicants for this grant must be participants of the Integrated Health Partnerships (IHP) demonstration, formerly called the Health Care Delivery Systems (HCDS) demonstration. To receive funds an organization must be a contracted IHP with the State. IHPs may partner, employ or subcontract with other organizations in order to accomplish their proposed projects. In order to avoid duplication of projects and increase efficiency of the proposed projects, special consideration will be given to IHPs who submit proposals together, as described in Section C(2)(d) of this RFP.

A total of \$4 million in federal funding is available for the projects outlined in this RFP (estimated 5-15 grants funded). An estimated range of awards are \$200,000 to \$750,000, per IHP responder. The maximum award is \$750,000 per IHP on the application response.

### **D. Background**

The Minnesota Accountable Health Model is a State Innovation Model (SIM) testing grant awarded by the [Center for Medicare & Medicaid Innovation](http://innovations.cms.gov) or <http://innovations.cms.gov> and administered in partnership by the Minnesota Department of Human Services (DHS) and Minnesota Department of Health (MDH). The purpose of the Minnesota Accountable Health Model is to provide Minnesotans with better value in health care through integrated, accountable care using innovative payment and care delivery models that are responsive to local health needs. SIM funds will be used to help providers and communities work together to create healthier futures for Minnesotans, and drive health care reform in the state.

The vision of the Minnesota Accountable Health Model is:

- Every patient receives coordinated, patient-centered primary care.
- Providers are held accountable for the care provided to Medicaid enrollees and other populations, based on quality, patient experience and cost performance measures.

- Financial incentives are fully aligned across payers and the interests of patients, through payment arrangements that reward providers for keeping patients healthy and improving quality of care.
- Provider organizations effectively and sustainably partner with community organizations, engage consumers, and take responsibility for a population’s health through accountable communities for health that integrate medical care, mental/chemical health, community health, public health, social services, schools and long term supports and services.

The Minnesota Model will test whether increasing the percentage of Medicaid enrollees and other populations (i.e. commercial, Medicare) in accountable care payment arrangements will improve the health of communities and lower health care costs. To accomplish this, the State will expand the [Integrated Health Partnerships \(IHP\) demonstration](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16_161441), formerly called the Health Care Delivery Systems (HCDS) demonstration, administered by the Department of Human Services. ([http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_DYNAMIC\\_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16\\_161441](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16_161441) )

The expanded focus will be on the development of integrated community service delivery models and use of coordinated care methods to integrate health care, behavioral health, long-term and post-acute care, local public health, and social services centered on patient needs.

To achieve the vision of shared cost and coordinated care, the Minnesota Accountable Health Model includes key investments in [five Drivers](http://www.dhs.state.mn.us/main/groups/sim/documents/pub/dhs16_182962.pdf) that are necessary for accountable care models to be successful. [http://www.dhs.state.mn.us/main/groups/sim/documents/pub/dhs16\\_182962.pdf](http://www.dhs.state.mn.us/main/groups/sim/documents/pub/dhs16_182962.pdf)

- Driver-1      **Health Information Technology/Health Information Exchange (HIT/HIE):** Providers have the ability to exchange clinical data for treatment, care coordination, and quality improvement
- Driver-2      **Data Analytics:** Providers have analytic tools to manage cost and risk and improve quality.
- Driver-3      **Practice Transformation:** Expanded numbers of patients are served by team-based integrated/coordinated care.
- Driver-4      **Accountable Communities for Health (ACH):** Provider organizations partner with communities and engage consumers, to identify health and cost goals, and take on accountability for population health.
- Driver-5      **ACO Alignment:** ACO performance measurement, competencies, and payment methodologies are standardized, and focus on complex populations.

The activities this RFP supports are linked to Driver 2 above – ensuring that Providers have analytic tools to manage cost and risk and improve quality.

Through the Minnesota Accountable Health Model, Minnesota is working to achieve the vision of the Triple Aim: improved consumer experience of care, improved population health, and lower per capita health care costs. Tools have been developed to assess a broad range of organizations readiness to expand the Triple Aim. The [Minnesota Accountable Health Model: Continuum of Accountability Matrix](#)

([http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_FILE&RevisionSelectionMethod=LatestReleased&Rendition=Primary&allowInterrupt=1&noSaveAs=1&dDocName=dhs16\\_188556](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&RevisionSelectionMethod=LatestReleased&Rendition=Primary&allowInterrupt=1&noSaveAs=1&dDocName=dhs16_188556)) is designed to illustrate the basic capabilities, relationships, and functions that organizations or partnerships should have in place in order to achieve the long-term vision of the Minnesota Accountable Health Model. It will help the State identify criteria and priorities for investment, and lay out developmental milestones that demonstrate organizations or partnerships are making progress towards the vision.

In addition, the [Minnesota Accountable Health Model: Continuum of Accountability Matrix Assessment Tool](#) ([http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_DYNAMIC\\_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=SIM\\_Docs\\_Reps\\_Pres](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=SIM_Docs_Reps_Pres) ) is an interactive tool that allows organizations to answer questions to determine their location on the matrix continuum. MDH and DHS will use this tool to better understand Minnesota SIM participants' status in achieving the goals of the Minnesota Accountable Health Model, what SIM supports are needed to achieve the goals, and how we may be able to provide additional tools or resources. This tool will be used to help us develop targets and goals for participating organizations, and to assess their progress.

For more information on the SIM grant, the Minnesota Accountable Health Model and other health reform activities visit [State Innovation Model Grant](#) (<http://www.mn.gov/sim>).

## II. Scope of Work

### A. Overview

This RFP provides background information and describes the services desired by the State. It delineates the requirements for this procurement and specifies the contractual conditions required by the State. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

Grant funds will be used to support IHP efforts to implement or expand data analytic projects, infrastructure or tools that advance their ability to manage cost and quality. For this RFP, data analytics refers to an IHP's ability to integrate or aggregate clinical, administrative and financial information and utilize that information in a systematic and meaningful way to support fact-based decision making and change. The goal is to support or accelerate the innovative work providers are doing to use health related information to gain insights that improve care. It is expected that projects supported by these funds are part of existing analytic projects, are already in beginning stages of implementation or have completed sufficient scoping and requirements planning such that organizations could immediately begin work on the proposed project. Listed below are examples of activities eligible for funding.

#### Eligible Activities

- Employ data analysts, clinical information specialists, etc. to support analytics efforts
- Contract with analytics vendor(s) to integrate analytics tools into the organization's care delivery processes or existing health care technology infrastructure
- Use analytics to conduct health care quality improvement projects - specifically those that address population health and health disparities in the community

- Establish connections using established standards to processes or exchange alerts when attributed enrollees in the IHP demonstration or other consenting members of a participating organization are admitted, discharged or transferred from a hospital or other care facility.
- Maintain or expand ongoing analytics projects (if currently insufficient funds would force project to end)
- Use analytics to evaluate or measure a cost or quality initiative within the IHP
- Work with DHS or other county partners to integrate information about social service supports or other social determinant data for attributed Minnesota Health Care program enrollees into existing IHP analytic tools
- Implement tools that enable utilization of patient reported outcomes and patient engagement metrics

Activities already supported by the Minnesota eHealth Grant Program, or which could be completed through the technical assistance of the data analytic vendor contracted by DHS through the Minnesota Accountable Health State Innovation Model are not eligible for additional funding and should not be included in the grant proposals.

## B. Tasks Deliverables

Each successful grantee must engage in the following tasks and produce the described deliverables:

1. Design and implement a data analytics project, or improve and maintain an existing data analytics project, within the Integrated Health Partnership. The project should advance the organization's ability to more effectively use clinical and administrative data to improve cost or quality of care in the organization, and enable the organization to progress through the developmental milestones in the Minnesota Accountable Health Model: Continuum of Accountability Matrix.
2. Submit pre-grant and post-grant descriptions of the Integrated Health Partnership "location" on the [Minnesota Accountable Health Model: Continuum of Accountability Matrix](#) and include the Assessment Tool results of the [Minnesota Accountable Health Model: Continuum of Accountability Matrix Assessment Tool](#) ([http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_DYNAMIC\\_CONVERSION&RevisionS electionMethod=LatestReleased&dDocName=SIM\\_Docs\\_Reps\\_Pres](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionS electionMethod=LatestReleased&dDocName=SIM_Docs_Reps_Pres)).
3. Reporting Requirements
  - Submit detailed descriptions of how the IHP data analytic capabilities improved as a result of grant funding.
  - Submit quarterly updates and year-end cumulative reports for 2015 and 2016 to the State on project progress. The report content and detail will be determined by the State in conjunction with the IHP based on the nature and scope of the IHP's project, but will include at least an assessment of the organization's success based on the methods and criteria outlined in the organization's Evaluation Plan, described in Section B(7) of this RFP. Expected report areas of content would include status towards meeting project objectives, and lessons learned.
4. Present findings related to data analytics projects at the annual IHP learning day event hosted by the State and held in the fall in Minnesota for IHPs to share best practices and collaborate on possible solutions to challenges and concerns and/or at least one of the quarterly IHP data user group webinar forums.

### 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 non-responsiveness. 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. Application Cover Sheet (Appendix A)
2. Proposal Requirements
  - a. Executive Project Summary / Description of Applicant Agency
  - b. Needs Assessment
  - c. Project Description Goals and Objectives
  - d. Project Work Plan
  - e. Evaluation Plan
  - f. Budget Proposal
3. Minnesota Accountable Health Model: Continuum of Accountability Matrix Location
4. Required Statements
  - a. Responder Information and Declarations
  - b. Exceptions to Terms and Conditions
  - c. Affidavit of Non-collusion
  - 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. Affirmative Action Data Page
  - h. Certification and Restriction on Lobbying
  - i. Equal Pay Certification
5. Other Appendix (If Applicable)

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

#### B. Proposal Requirements

The following will be considered minimum requirements of the proposal. Emphasis should be on completeness and clarity of content. Proposals for these grants must not exceed 20 pages. **Please note that all submitted grant application materials become public information once grant agreements have been executed, in accordance with Minnesota Statutes § 13.591 Subd. 3.**

1. **Application Cover Sheet:** Please type or print all items on the Application Face Sheet which is enclosed in this RFP as Appendix A.

- The Applicant agency is the legal name of the agency authorized to enter into a grant contract with the State. While IHPs can use subcontractors or work with other entities in order to accomplish the proposed data analytics project, the applicant must reflect the Integrated Health Partnership. If more than one IHP is coming together to submit an application, include the legal names of both entities.
- The amount the applicant agency is requesting in grant funding for the grant period. The grant period will be from July 1, 2015 – December 31, 2016. The grantee must submit a budget for each year, starting with July 1, 2015 – December 31, 2015 and January 1, 2016 – December 31, 2016. The budget for each year will be based on deliverables being met the previous year and continued eligibility of the applicant as an IHP.
- The **Fiscal Management Officer of applicant agency** is the person with primary responsibility for the grant agreement, grant funds expenditures, and reporting.
- If different from the fiscal management officer, list the person who may be contacted concerning questions about implementation of this proposed program.
- Identify the contact information for the person who may be contacted for detailed information concerning the application or the proposed program.
- Provide an original signature of the director of the applicant agency, their title, and the date of signature.

**2. Executive Project Summary and Description of the Applicant Agency:** This section must include a brief overview of the project. In this section, responder should highlight the programs and activities of the agency (or agencies if submitting a proposal together), and/or programmatic accomplishments that provide **relevant context** to the proposed project. These could include the current data analytic infrastructure or tools used; or a description of the planning or other background that has prepared your organization to implement the project, or previous projects, if any, upon which this project extends that demonstrate why your organization is ready to effectively complete the services outlined in the RFP. Include a brief history of the initiative, outreach or organizational area that will be most impacted by your data analytic project. Letters of commitment from any collaborating organizations or established subcontracts must 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 oversight of proposed activities.

**3. Needs Assessment:** Describe why you are pursuing grant support for the project. Include the problem statement and how the data analytics project will advance your organization’s ability to improve the quality of care and lower the cost of care for the IHP population.

**4. Project Description, Goals and Objectives:** Describe the proposed project and how the IHP population will be better served through the successful implementation of your data analytics project. This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program’s effectiveness.

**5. Project Activities and Implementation Work Plan:** All proposals submitted under this RFP must describe, in sufficient detail, a work plan for how the responder will fulfill the expected goals/objectives in the project description 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.

**6. Evaluation plan:** The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful Responder must develop indicators of the success and effectiveness of the project and be able to measure and evaluate them to determine outcomes. Existing or new sources of data can be used as part of the evaluation. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved. Evaluation data must be accessible, and updates on progress must be submitted to the state on a quarterly basis.

**7. Budget proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Applicants must use the Minnesota Accountable Health Model Contractor Budget Template and justification narrative which are enclosed as Appendix B and C. The budget must be written for each year. The grantee must submit a budget for each year which is reflected as two separate tabs on the template. The first budget year proposal should reflect July 1, 2015 – December 31, 2015 and the second budget year as January 1, 2016 – December 31, 2016. The budget for each year will be based on deliverables being met the previous year and continued eligibility of the applicant as an IHP. Your explanation of estimated expenses 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. All indirect funds are **ineligible** for funding.

Responders are encouraged to apply for only the amount needed for their proposed programs. The maximum award amount is \$750,000 per IHP. For example, two IHPs submitting a proposal together could receive no more than \$1,500,000. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds and overall cost-effectiveness. Reviewers may give greater weight to proposals that will impact a larger number of Minnesota Health Care Program enrollees.

**8. Minnesota Account Accountable Health Model: Continuum of Accountability Matrix Location:** Each IHP applicant must complete the Continuum of Accountability Matrix Assessment Tool for their organization to reflect their ‘pre-grant’ description of their location on the matrix. If the IHP’s data analytics project includes multiple provider or community partners, the assessment score should reflect the combined (averaged) score for the partnership.

In the Assessment Tool, the terms ‘organization’ and ‘provider’ are meant to include a broad range of health and health care providers and support services providers that are part of an existing ACO, or similar arrangement moving towards greater accountability for quality, cost of care, and health of the populations they serve. Besides health care providers, organizations such as behavioral health, social services, local public health, long-term care/post-acute care, community organizations, and other public/private sector partners that provide supportive services to individuals and families have a role in convening, leading, or participating in these models.

The goal is for organizations and the community collaborative to complete a self-assessment of where they are currently at in the continuum of accountability.

- Organizations or partnerships may be at different levels of development on different issues.

- It is not necessary for an organization to have achieved capabilities in all areas in order to be eligible for support or technical assistance under the Minnesota Accountable Health Model. The goal is to help organizations or providers move onto this grid, or move further to the right, in as many areas as possible.
- Organizations may move along this continuum at different rates and use different approaches.

## C. Required Statements

Complete the correlating forms found in [eDocs](#) by clicking the links below and submit them as the “Required Statements” section of your proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs in completion of the proposal are at the responder’s risk and may, at the discretion of the State, result in disqualification of the proposal for non-responsiveness.

**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.

**4. Trade Secret/Confidential Data Notification ([Trade Secret/Confidential Data Notice Form- DHS-7015-ENG](#)):** All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation

process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the successful responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the grant contract or by law.

If the responder submits information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, and the responder does not want such data used or disclosed for any purpose other than the evaluation of this proposal, the responder must:

a. clearly mark every page of trade secret materials in its proposal at the time the proposal is submitted with the words "TRADE SECRET" or "CONFIDENTIAL" in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;

b. fill out and submit the attached "Trade Secret/Confidential Information Notification Form," specifying the pages of the proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of "None" should be listed on the form;

c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minnesota Statutes, section and the factors discussed in *Prairie Island Indian Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for proposal information; and

d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

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

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

**5. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements:** The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

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

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

- a. Responders with an annual income of under \$25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.
- b. Responders with total annual revenue of under \$750,000 should submit their most recent IRS Form 990.
- c. Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Responders may also include documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

If the responder is a county government or a multi-county human services agency that has 1.) 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. 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](#))

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

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

**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 in 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”). **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.

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

## IV. RFP Process

### A. Responders’ Questions

All questions regarding this RFP must be addressed to:

Attention: Heather Petermann  
Health Care Administration  
Department of Human Services  
PO Box64984  
St. Paul, MN 55155-0984  
Phone (651) 431 - 4120

Questions may also be e-mailed to [Heather.Petermann@state.mn.us](mailto:Heather.Petermann@state.mn.us). Questions must be received by Monday, May4, 2015.

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.

### B. Proposal Submission

One (1) original electronic copy on a USB drive, and five (5) paper copies of the proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Time on May 18, 2015 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.

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 and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the responder's discretion.

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

Attention: Heather Petermann  
Health Care Administration  
Department of Human Services  
444 Lafayette Road N.  
St. Paul, MN 55155

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

## V. Proposal Evaluation and Selection

### A. Overview of Evaluation Methodology

1. All responsive proposals received by the deadline will be evaluated.

Proposals will be evaluated on "best value" as specified below, using a 100 point scale. The evaluation will be conducted in three phases:

- a. Phase I      Required Statements Review
- b. Phase II     Evaluation of Proposal Requirements
- c. Phase III    Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the proposals submitted, except identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any proposals will mean that either another proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a responder's proposal, including an audit of the reasonableness of any proposal.

### B. Evaluation Team

1. An evaluation team who is familiar with SIM and the Integrated Health Partnership Demonstration program will be selected to evaluate responder proposals. This may include staff from the Department of Human Services, Minnesota Department of Health, or current appointees of the [SIM Advisory Task forces](#)

([http://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_DYNAMIC\\_CONVERSION&RevisionSelection](http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelection)

Method=LatestReleased&dDocName=SIM\_Task\_Forces). The team will recommend selections to the Commissioners of Health and Human Services who may take into account other relevant factors in making final awards.

2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

### C. Evaluation Phases

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

#### 1. Phase I: Required Statements Review

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

#### 2. Phase II: Evaluation of Technical Requirements of Proposals

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

<b>Component</b>	<b>Total Possible Points</b>
i. Description of the Applicant Agency	10
ii. Needs Assessment	10
iii. Project Description, Goals and Objectives	15
iv. Project Activities and Implementation Work Plan	25
v. Evaluation plan	10
vi. Budget proposal	30
<b>Total:</b>	<b>100</b>
Collaborating IHPs Bonus	10

b. The evaluation team will review the components of each responsive proposal submitted. Each component will be evaluated on the responder's understanding and the quality and completeness of the responder's approach and solution to the problems or issues presented.

c. After reviewing the proposals, the members of the evaluation team will score each proposal component based on the following review criteria questions:

**Executive Project Summary and Description of the Applicant Agency (10 points)**

- Does the applicant clearly and succinctly summarize the project?
- Does the applicant’s description give a clear picture of the agency’s (or agencies’) current data analytic infrastructure?
- Does the applicant provide letters of commitment from collaborating organizations or established subcontracts (if applicable)?

**Needs Assessment (10 points)**

- Does the applicant provide a clear description of the current health status of their IHP population and the health needs this project would address?
- Does the applicant demonstrate that the financial viability of the project is dependent on funding from this grant?
- Does the applicant state how this project **could not** be funded through any other means (MDH e-health grants, state vendor, etc.)?

**Project Description, Goals and Objectives (15 points)**

- Does the applicant clearly state the objectives of the project?
- Does the applicant describe how their IHP population will be better served through the successful implementation of the project?
- Does the applicant provide a clear indication of how the project will advance their maturity on the Minnesota Accountable Health Model: Continuum of Accountability Matrix?

**Project Activities and Implementation Work Plan (25 points)**

- Does the applicant include a detailed plan to accomplish the projects stated goals and outcomes?
- Does the applicant’s plan include a realistic timeframe (with specific dates) for meeting project milestones in an effective and efficient manner?
- Does the applicant’s proposed project team have the sufficient skill and experience to successfully implement the project and accomplish its stated goals? Does the applicant include specific milestones and outcomes that will be used to demonstrate the program’s effectiveness?

**Evaluation plan (10 points)**

- Does the applicant’s evaluation plan clearly demonstrate how the desired outcomes of the project will be measured?

**Budget Proposal (30 points)**

- Are the (suggested) Budget Summary Form and the Budget Justification complete?
- Do the amounts on Budget Form match what is in the Budget Justification?
- Is the Budget Justification information consistent with what is in the proposed Work Plan?
- Are the projected costs reasonable, cost-effective, and sufficient to accomplish the proposed activities?
- Is the proposed match reasonable and adequately described?

**Collaborative Proposal Bonus:** If two or more IHPs submit a proposal together, they will receive 10 bonus points added to their technical score.

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

a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.

b. The evaluation team will review the scoring in making its recommendations of the successful responder(s).

c. The State may submit a list of detailed comments, questions, and concerns to one or more responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The total scores for those responders selected to submit additional information may be revised as a result of the new information.

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected approximately one month after the proposal submission due date.

## **D. Contract Negotiations and Unsuccessful Responder Notice**

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

In the event contract negotiations are unsuccessful with the selected responder(s), the evaluation team may recommend another responder(s).

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

## **VI. Required Contract Terms and Conditions**

**A. Requirements.** All responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

**B. Governing Law/Venue.** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.

C. **Travel.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

D. **Preparation Costs.** The State is not liable for any cost incurred by Responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the responder voluntarily assumes risk of non-payment.

E. **Contingency Fees Prohibited.** Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

F. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **G. Insurance Requirements**

1. Responder shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

If Minnesota Statute, section 176.041 exempts responder from Workers' Compensation insurance or if the responder has no employees in the State of Minnesota, responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes responder from the Minnesota Workers' Compensation requirements.

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

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

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable. please list\_\_\_\_\_.
- State of Minnesota named as an Additional Insured, to the extent permitted by law.

c. Commercial Automobile Liability (if applicable): 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

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. If the State should correct or amend any segment of the RFP after submission of proposals and prior to announcement of the successful responder, all responders will be afforded ample opportunity to revise their proposal to accommodate the RFP amendment and the dates for submission of revised proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.

**Remainder of the page intentionally left blank. (Appendices follows)**

## Appendix A: Application Cover Sheet

<b>1. Legal name and address of the applicant agency with which grant agreement would be executed</b>	
<b>2. Minnesota Tax I.D. Number</b>	<b>Federal Tax I.D. Number</b>
<b>3. Requested funding for the total grant period</b>	\$
<b>4. Director of applicant agency</b>	
Name, Title and Address	Email Address:
	Telephone Number: ( )
	FAX Number: ( )
<b>5. Fiscal management officer of applicant agency</b>	
Name, Title and Address	Email Address:
	Telephone Number: ( )
	FAX Number: ( )
<b>6. Contact person for applicant agency (if different from number 4 above)</b>	
Name, Title and Address	Email Address:
	Telephone Number: ( )
	FAX Number: ( )
<b>7. Contact person for further information on grant application</b>	
Name, Title Address	Email Address:
	Telephone Number: ( )
	FAX Number: ( )
<b>8. Certification</b>	
I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.	
_____	_____
Signature of Authorized Agent for Grant Agreement	Title
	_____
	Date

## Appendix B: Minnesota Accountable Health Model Budget Template

Applicant:

**Total Contract Period: Estimated July 1, 2015 - December 31, 2016**

***Budget Form Instructions for Applicants:***

1. Complete a separate budget for each grant year - Year 1 (2015) and Year 2 (2016) (see tabs).
2. Include costs for the grant recipient (fiscal agent) and partners in Salaries & Wages, Fringe, Supplies, Travel, and Other categories.
3. Include contractor costs (contracts with vendors that will be providing a specific service such as IT, group facilitation, or consultation) in C. Consultant Costs.
4. Enter information in cells highlighted in blue as applicable for your project.

**The amount paid for deliverables in section two is based on costs in section one (section totals must be equal).**

***Section One***

**A. SALARIES & WAGES:** For each position, provide the following information: position title, hourly rate, and number of hours allocated to the project. In Form D Budget Justification Narrative, provide a brief position description for each position listed.

Title	Hourly Rate	Hours	Total
			\$
			\$
			\$
			\$
<b>Total Salaries and Wages:</b>		<b>0</b>	<b>\$</b>

**B. FRINGE:** Provide information on the rate of fringe benefits calculated for the total salaries and wages for positions in 1A.

Enter the fringe benefit rate as a % of the total salaries and wages in decimal format.	
<b>Total Fringe:</b>	<b>\$</b>

**C. CONSULTANT COSTS:** Provide the following information for consultants/contractors: name of contractor or organization, hourly rate, number of hours, services to be provided.

In Form D provide a brief background about the contractor including how previous experience relates to the project. If the contractor has not been selected, include a description of the availability of contractors for the services or product, a description of the availability of contractors for the services or product, and the method that will be used for choosing a contractor.

	Hourly Rate	Hours	Total
Hourly rate and number of hours			\$
<b>Name:</b>			
<b>Organization:</b>			
<b>Services:</b>			
<b>Total Consultant Costs:</b>			<b>\$</b>

**D. EQUIPMENT: Equipment costs are not allowed.**

Item	Unit	Cost/Unit	Total Cost
Total Equipment Costs:			\$

**E. SUPPLIES: List each item requested, the number needed, and cost per unit. Include expected costs for general operating expenses such as office supplies, postage, photocopying, and printing.**

Item	Unit	Cost/Unit	Total Cost
			\$
			\$
Total Supply Costs:			\$

**F. TRAVEL: Provide estimated travel costs below for in-state travel. Include travel costs for hotels, meals, and attending meetings. Include the estimated number of miles planned for project activities and the rate of reimbursement per mile. Out of state travel is not an eligible expense. Travel costs are not to exceed rates established in the Commissioner's Plan at <http://www.mmd.admin.state.mn.us/commissionersplan.htm>**

Item	Total Cost
Total Travel Costs:	\$

**G. OTHER: If applicable, list items not included in previous budget categories below.**

Include a detailed description of the proposed expenditures in Form D Budget Justification Narrative.

Item	Total
Total Other Costs:	\$

<b>GRAND PROJECT TOTAL</b>	<b>\$</b>
----------------------------	-----------

## Appendix C: Budget Justification Narrative

The Budget Narrative provides additional information to justify costs in Appendix B.

Instructions: Provide a narrative justification where requested. The narrative justification must include a description of the funds requested and how their use will support the proposal.

### A. Salaries and Wages

This should include all personnel at the fiscal lead and partnering organizations whose work is tied to the proposal.

**Narrative Justification** (enter a brief description of the roles, responsibilities, and unique qualifications of each position):

### B. Fringe

**Narrative Justification** (provide information on the rate of fringe benefits calculated for salaries and wages):

### C. Consultant Costs

**Narrative Justification** (provide a brief background about the contractor including how previous experience relates to the project. If the contractor has not been selected, include a description of the availability of contractors for the services or product and the method that will be used for choosing a contractor):

### E. Supplies

Describe costs related to each type of supply, either in Budget Form C or below.

**Narrative Justification** (enter a description of the supplies requested and how their purchase will support the purpose and goals of this proposal):

### F. Travel

Travel may include costs associated with travel for meetings, community engagement, and other items included in the work plan.

**Narrative Justification** (describe the purpose and need of travel and how costs were determined for each line item in the budget):

### G. Other

**Narrative Justification** (explain the need for each item and how their use will support the purpose and goals of this proposal. Break down costs into cost/unit: i.e. cost/meeting and explain the use of each item requested):

### In-kind

**Narrative Justification** (describe in-kind contributions that will be provided. Include sources and types of in-kind such as staff time, communications, mileage, and other project costs for which grant funding is not being requested):

## Appendix D: Sample 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 RECOURPMENT.** 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 AND RESPONSIBLE AUTHORITY.**

**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.

**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**

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes, ch. 13, by either the GRANTEE or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

If the GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify and consult with the STATE's Authorized Representative as to how the GRANTEE should respond to the request. The GRANTEE's response to the request shall comply with applicable law.

**12.1. Information Covered by this Provision.** In carrying out its duties, GRANTEE shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of STATE programs or services. "Protected information," for purposes of this grant contract, includes any or all of the following:

(a) Private data (as defined in Minnesota Statutes, section 13.02, subdivision 12), confidential data (as defined in Minnesota Statutes, section 13.02, subdivision 3), welfare data (as governed by Minnesota Statutes, section 13.46), medical data (as governed by Minnesota Statutes, section 13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13;

(b) Health records (as governed by the Minnesota Health Records Act [Minnesota Statutes, sections 144.291 - 144.298]);

(c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. §§ 2.1 to §2.67);

(d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability and Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);

(e) Federal tax information ("FTI") (as protected by 26 U.S.C. §6103), and

(f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

**12.2. General Oversight Responsibilities.** GRANTEE shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:

(a) Training: Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in 12.1, and

(b) Minimum necessary access to information. GRANTEE shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by GRANTEE shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minnesota Statutes, section 13.05 subdivision 3.

(c) Information Requests. Unless provided for otherwise in this grant contract, if GRANTEE receives a request to release protected information, GRANTEE must immediately notify STATE. STATE shall provide

GRANTEE instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph 12.3(e) below regarding requests from individuals for their own data.

12.3. Additional Duties to Ensure Proper Handling of Protected Information. The GRANTEE shall:

(a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;

(c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the grant contract of which GRANTEE becomes aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from STATE, GRANTEE must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this grant contract, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on GRANTEE’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE’s information. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the PHI used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as STATE may reasonably request.

(iii) GRANTEE will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.

(d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the

business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minnesota Statutes, section 13.04, subd. 3, and 45 C.F.R. § 164.524;

(f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minnesota Statutes, section 13.04, subdivision 3 and 45 C.F.R. §164.526;

(g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. §164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;

(h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

**12.4. STATE's Duties.** STATE shall:

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

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

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

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

**12.5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination.** Upon completion, expiration, or termination of this grant contract, GRANTEE shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this grant contract. GRANTEE shall return the protected information to the STATE's Authorized Representative or provide the state with written certification of destruction of the protected information. GRANTEE shall retain no copies of such protected information, provided that if

both parties agree that such return or destruction is not feasible, or if GRANTEE is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, GRANTEE shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as GRANTEE maintains the information.

**12.6. Sanctions.** In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

**12.7. Miscellaneous.**

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a grant contract) of protected information obtained from DHS is available at <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 12.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is currently in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendments(s).

(c) Interpretation. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph 12.1 of this clause or in any other applicable law.

(d) Survival. The obligations of GRANTEE under this clause shall survive the termination of this grant contract.

### **13. Intellectual Property Rights.**

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

**Use of Works and Documents.** GRANTEE owns any Works or Documents developed by the GRANTEE in the performance of this grant contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

**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. AFFIRMATIVE ACTION and NON-DISCRIMINATION**

Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36. 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:

15.1. 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.

15.2. 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

15.3. 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.

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

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

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

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

## 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 E: Equal Pay Certificate

### State of Minnesota – Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your proposal to determine whether you are subject to the Equal Pay certification requirement under Minnesota Statutes, section 363A.44, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed more than 40 full-time employees on any single working day in the State of Minnesota or the state of your primary place of business during the previous 12 months, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed more than 40 full-time employees on any single working day in the State of Minnesota or the state of your primary place of business during the previous 12 months, please check the box below.

- We are exempt. We agree that if we are selected we will , upon MDHR’s or DHS’ request, submit to MDHR and DHS within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed.

**Option C** – If you are submitting a proposal to provide good or services under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, or 268A, and you have a license, certification, registration, provider agreement, or provider enrollment contract that is prerequisite to providing those goods and services.

- We are exempt under Minnesota Statutes, section 363A.44, subdivision 1(b). We certify: (1) we are submitting a proposal to provide good or services under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, or 268A; and (2) we have a license, certification, registration, provider agreement, or provider enrollment contract that is prerequisite to providing those goods and services.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

---

Authorized Signature	Printed Name	Title
----------------------	--------------	-------

---

Organization	MN/FED Tax ID#	Date
--------------	----------------	------

---

Issuing Entity	Project # or Lease Address
----------------	----------------------------