



**REQUEST FOR PROPOSALS
Minnesota Department of Corrections**

Project Overview

The Minnesota Department of Corrections (“DOC”) is seeking proposals from qualified licensed Substance Use Disorder (“SUD”) treatment programs, hereinafter referred to as “Volunteer Assessment Provider”, to provide Rule 25 and/or Comprehensive Assessments to incarcerated men and women (“Clients”) nearing release in DOC facilities. This initiative will be a collaborative release planning effort with the DOC Case Management and Supervised Release Agents. Project goals are to increase appropriate access to post-release clinical SUD treatment needs and connection to those services in the community. This MOU is a mutual benefit, no cost project on behalf of the DOC; it does not include a budget, travel or any other reimbursable expenses.

Goals

Enter into a no cost Memorandum of Understanding (“MOU”) with qualified organizations who will, in consultation and cooperation with the DOC, conduct and complete Rule 25 assessments and/or comprehensive assessments to determine eligibility for post-release SUD services. Additional objectives include:

- Volunteer Assessment Provider will participate in annual training as a volunteer organization with the DOC.
- Collaborative meetings to discuss project goals, logistics, and outcomes.
- Active communication with case management and supervised release agents to address conditions of release and treatment location options.
- Volunteer Assessment Provider commitment to complete at least five (5) assessments per month with the understanding that completed assessments may not result in a referral for services to any specific treatment facility.
- Increased recommendations and options for services to Clients based on Client need
- SUD assessments are increased at DOC correctional facilities locations, as mutually agreed upon by DOC and Volunteer Assessment Provider.
- Other related outcomes identified as mutually agreed upon by DOC and Volunteer Assessment Provider.

Findings from the assessments, will be used to:

Determine eligibility and access appropriate SUD treatment services following an individual's release from a DOC Facility.

Sample Tasks

In order to evaluate the outcomes and goals of this project, the following tasks will be required:

1. Volunteer Assessment Provider commitment to complete at least five (5) assessments per month with the understanding that completed assessments may not result in a referral for services to any specific treatment facility
2. Volunteer Assessment Provider agreement to provide services at DOC correctional facilities locations as mutually agreed upon by DOC and Volunteer Assessment Provider.
3. Submit information and attend necessary training as a volunteer organization for admittance into DOC correctional facilities.
4. Attend meetings where DOC staff and other key stakeholders are present to determine referrals, assessment times and locations, and other various related information required to ensure a seamless and organized process.
5. The Volunteer Assessment Provider will work closely with DOC staff and other key stakeholders which may include county, tribe, and treatment providers.
6. Coordinate services and assessments through communication with DOC staff and other key stakeholders, as needed.
7. Obtain necessary Releases of Information (“ROI”) to cohesively coordinate information.

The MOU will begin on the date stated in the agreement or upon full execution of the MOU, whichever is later.

The term of this MOU is anticipated to be a term of one (1) calendar year. Upon review, the MOU may be renewed for additional year(s) at the discretion of the State. This request for proposal does not obligate the State to enter into an MOU or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

Questions

All Questions must be in submitted in writing and either emailed to jana.carr-weerts@state.mn.us, or delivered to:

Minnesota Department of Corrections
Attn: Jana Carr, Grants and Subsidies Unit
1450 Energy Park Drive Suite 200
St. Paul, MN 55108
jana.carr-weerts@state.mn.us

All questions must be received in writing by **2:00 p.m., Central Standard Time, Tuesday, November 12th, 2019**. Return responses will be either mailed or emailed to all individuals who requested a copy of this solicitation by **4:30 p.m., Central Time, Friday, December 13, 2019**. Other personnel are not authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the DOC. In some instances, an interview may be part of the evaluation process. This will be evaluated as a pass/fail basis.

1. Deliverables, work plan (including samples) and expressed understanding of project objectives.
2. Qualifications/experience of staff people working on the project.
3. Proposals must be received on or before the due date and time specified in this solicitation.
4. Two business references with current or recent contracted partners must be provided.
5. Must provide a current SUD program certification.
6. Must provide proof/certification of insurance as required in this solicitation.

It is anticipated that the evaluation and selection will be completed by **Friday, March 6, 2020**.

Proposal Content

Responders must submit the following information:

1. A statement of the objectives, goals, and tasks to show/demonstrate the responder's view and understanding of the nature of the project.
2. A description of the deliverables to be provided by the responder along with a detailed work plan that identifies a) the major tasks to be accomplished and b) schedule management tools.
3. An outline of the responder's background and experience with examples of similar work done by the responder and a list of staff people who will be working on this project, detailing their training and work experience.
4. State Of Minnesota Affidavit Of Non-collusion (attached to this solicitation)

Proposal Delivery

All proposals must be in submitted in writing and either emailed to jana.carr-weerts@state.mn.us, or delivered to:

Minnesota Department of Corrections
Attn: Jana Carr, Grants and Subsidies Unit
1450 Energy Park Drive
Suite 200
St. Paul, MN 55108

E-mail responses are preferred, but if submitting paper copies, responder must submit three (3) copies of the proposal in a sealed mailing envelope, or package, with the responder's name and address clearly written on the outside. **All proposals must be received no later than 2:00 p.m. Central Standard Time, Friday, January 24, 2020.** Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the responder.

General Requirements

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation. The submission of inaccurate or misleading information may be grounds for disqualification from the award.

Disposition of Responses

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 agreement with the selected Volunteer Assessment Provider(s). If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages 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 MOU with State. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Notwithstanding the above, if the State party entering into this agreement is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Foreign Outsourcing of Work Prohibited

All services under this agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by any of the Volunteer Assessment Provider's subcontractors at all tiers.

Insurance Requirements

A. Responding Party shall not commence work under the agreement until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Responding Party shall maintain such insurance in force and effect throughout the term of the agreement.

B. Responding Party is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

If during the course of the agreement the Responding Party becomes eligible for Workers' Compensation, the Responding Party must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Responding Party 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 MOU whether the operations are by the Responding Party or by a subcontractor or by anyone

directly or indirectly employed by the Responding Party under the agreement. Insurance **minimum** limits 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

3. **Commercial Automobile Liability Insurance:** Responding Party is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this agreement, and in case any work is subcontracted the Responding Party will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits 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

C. Additional Insurance Conditions:

- Responding Party'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 Responding Party's performance under this agreement;
- If Responding Party receives a cancellation notice from an insurance carrier affording coverage herein, Responding Party agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Responding Party'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;
- Responding Party is responsible for payment of Agreement related insurance premiums and deductibles;
- If Responding Party is self-insured, a Certificate of Self-Insurance must be attached;
- Responding Party's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Responding Party shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Responding Party's policy limits to satisfy the full policy limits required by the Agreement.

D. The State reserves the right to immediately terminate the agreement if the Responding Party is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Responding Party. 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.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the agreement.

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to this DOC RFP for the mutual benefit, no cost MOU to provide Rule 25 and/or Comprehensive Assessments to incarcerated men and women nearing release in DOC facilities has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

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SAMPLE - MINNESOTA DEPARTMENT OF
CORRECTIONS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between VOLUNTEER ASSESSMENT PROVIDER and the State of Minnesota, Department of Corrections, hereinafter referred to as "DOC".

WHEREAS, VOLUNTEER ASSESSMENT PROVIDER (hereinafter referred to as "ORGANIZATION"), is submitting a proposal to the qualified licensed Substance Use Disorder ("SUD") treatment program opportunity (hereinafter referred to as "the Project) in order to provide Rule 25 and/or Comprehensive Assessments to incarcerated men and women ("Clients") nearing release in DOC facilities..

WHEREAS, it is the goal of the DOC proposal to enter into this mutual benefit, no cost Memorandum of Understanding ("MOU") with ORGANIZATION who will, in consultation and cooperation with the DOC, conduct and complete Rule 25 assessments and/or comprehensive assessments to determine eligibility for substance use disorder services post-release. Additional objectives include:

- Participate in annual training as a volunteer organization with the DOC.
- Collaborative meetings to discuss project goals, logistics, and outcomes.
- Active communication with case management and supervised release agents to address conditions of release and treatment location options.
- Commitment to complete at least five (5) assessments per month with the understanding that completed assessments may not result in a referral for services to any specific treatment facility.
- Increased recommendations and options for services to Clients based on client need
- SUD assessments are increased at DOC correctional facilities locations, as mutually agreed upon by DOC and Volunteer Assessment Provider.
- Other related outcomes identified as mutually agreed upon by ORGANIZATION and DOC

WHEREAS the DOC commits to work with ORGANIZATION to promote the goals of the project.

All parties herein fully understand and agree to the following:

I. Roles and Responsibilities of the DOC in the Project:

- DOC agrees to _____.
- DOC will provide access to Correctional Facilities for pre-release activities and interventions, as agreed upon by Facility Administration.
- DOC will provide the following data with an appropriate, signed release of information ("ROI"):
_____.
- DOC agrees 1) Participation by Clients in services and activities provided by this MOU will be voluntary; and 2) services will be available to all eligible, incarcerated persons, regardless of a potential participant's protected class status. DOC will not, on the basis of protected class, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.

II. Roles and Responsibilities of the ORGANIZATION in the Project:

- ORGANIZATION will ensure all Project staff are oriented and approved by DOC.
- ORGANIZATION will work closely with the DOC to ensure that they are aware and informed of services being provided and the location and schedule of program participants to help ensure public safety.
- ORGANIZATION will facilitate the linkage of essential services to participants through its existing relationships and collaborations with community social service organizations, mental health and chemical dependency services, and governmental agencies.
- ORGANIZATION agrees to provide coordination of day-to-day MOU activities with the DOC, as needed.
- ORGANIZATION shall provide overall administration for the MOU including establishing processes for reporting and evaluation in accordance with the Project's reporting and evaluation plan; and in other ways work closely with DOC staff to ensure that Project goals are achieved.

- ORGANIZATION will work individually with the DOC to ensure that Project activities are conducted in accordance with the proposed activity plan and to remove any barriers to providing the needed services.
- In the execution of these duties ORGANIZATION will comply with all DOC policies, in particular those that pertain to access to the DOC facilities and interaction with Clients including any and all training required for access, as identified by the DOC.

III. Term and Termination:

If awarded, this MOU shall begin _____, and shall expire _____.

This MOU may be terminated by either party upon no less than thirty (30) calendar days written notice, with or without cause, unless a lesser time is mutually agreed upon by both parties.

ORGANIZATION and DOC's right to terminate this agreement shall be in addition to any other remedies available to such party at law or in equity for any breach, violation, default or other failure of performance of the other party.

ORGANIZATION and DOC agree that services will be available to all eligible persons, regardless of protected class status.

ORGANIZATION and DOC agree that this MOU does not include the reimbursement of funds between the two parties.

IV. Amendments:

All amendments to this MOU must be executed in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

V. Government Data Practices

The parties to this MOU must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the MNDOC under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute Ch. 13, by either party.

If ORGANIZATION receives any requests to release data that is connected to this MOU, he/she must immediately notify the DOC, and consult with the agency as to how they should respond to the request. The response to the request shall comply with applicable law.

VI. Authorized Representatives

The individuals executing this agreement on behalf of each party ("Authorized Representative") warrant that he/she is authorized to execute the agreement on behalf of their respective agencies and the agency will be bound by the terms and conditions herein.

The DOC's Authorized Representative is _____, or his/her successor.
 ORGANIZATION's Authorized Representative is _____, or his/her successor.

VII. Insurance Requirements

- A. ORGANIZATION shall not commence work under the agreement until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. ORGANIZATION shall maintain such insurance in force and effect throughout the term of the agreement.
- B. ORGANIZATION is required to maintain and furnish satisfactory evidence of the following insurance policies:

4. **Workers' Compensation Insurance:** Except as provided below, ORGANIZATION must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, ORGANIZATION 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** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
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If Minnesota Statute 176.041 exempts ORGANIZATION from Workers' Compensation insurance or if the ORGANIZATION has no employees in the State of Minnesota, ORGANIZATION must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes ORGANIZATION from the Minnesota Workers' Compensation requirements.

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

5. **Commercial General Liability Insurance:** ORGANIZATION 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 MOU whether the operations are by the ORGANIZATION or by a subcontractor or by anyone directly or indirectly employed by the ORGANIZATION under the agreement. Insurance **minimum** limits 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

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

C. Additional Insurance Conditions:

- ORGANIZATION'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 ORGANIZATION's performance under this agreement;
- If ORGANIZATION receives a cancellation notice from an insurance carrier affording coverage herein, ORGANIZATION agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless ORGANIZATION'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;

- ORGANIZATION is responsible for payment of Project related insurance premiums and deductibles;
- If ORGANIZATION is self-insured, a Certificate of Self-Insurance must be attached;
- ORGANIZATION's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- ORGANIZATION shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the ORGANIZATION's policy limits to satisfy the full policy limits required by the Project.

E. The State reserves the right to immediately terminate the agreement if the ORGANIZATION is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the ORGANIZATION. 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.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the agreement.

VIII. Tuberculosis Screening

ORGANIZATION must provide documentation to the DOC's Authorized Representative within 45 days of the effective date of this Agreement that any individual who will be providing services in a correctional facility more than 10 hours per week has had a negative tuberculin test, chest X-ray or statement from a physician that the individual is free from active tuberculin disease.

IN WITNESS WHEREOF, the parties hereby execute the foregoing Memorandum of Agreement.

President
ORGANIZATION

Date

Name
Title
Minnesota Department of Corrections

Date

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