



## City of Minneapolis

### Contract for Professional Services

(Over \$175,000 - Non-Grant Funded)

**City Contract Number: COM0003838**

**City Department Responsible for the Contract: City Coordinator's Office**

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, ("City") and Canopy Roots, LLC ("Consultant").

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

#### **I. Scope of Service**

Consultant agrees to perform the following services for the City:

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Provider. The contents of this document are considered representative of the Project as a whole, but are by no means exhaustive.

The City of Minneapolis is seeking proposals for adult and children's mobile behavioral health crisis response services.

#### **Adult and Children's Mobile Behavioral Health Crisis Response Services**

Behavioral health crisis response services are intensive face-to-face, short term behavioral health services initiated during a crisis to help the individual return to their baseline level of functioning. Crisis response services must include at a minimum, the following services:

1. **24/7 dispatch of mobile crisis response teams** to adults and children that are dealing with a known or suspected behavioral/mental health related crisis or emergency.
2. **Face-to-face crisis assessment** provided to adults and children that are identified, or identify themselves, as experiencing a known or suspected behavioral/mental health related crisis or emergency.
3. **Face-to-face crisis intervention** services provided to adults and children that have been assessed as experiencing a known or suspected behavioral/mental health related crisis or emergency and needing a face-to-face service.
4. **Voluntary transportation services** to individuals if they need transportation in compliance with ADA to locations as needed, such as home, a clinic, a family member etc.\*
5. **Provision of community stabilization services (referrals)** to adults and children that remain at risk of another crisis and need additional services to avoid future crises.

\*The City will provide ADA compliant vans, computers, dispatch, radios and necessary training and onboarding for use of City resources. The vendor will provide any other necessary items required for response, such as cell phones for responders or supplies for response (blankets, water, etc).

### **Service Definitions**

2. **Behavioral Health Crisis Services** – Crisis services must be available to children and adults experiencing a crisis 24 hours a day, seven days a week. Services must include screening, assessment, intervention services, and appropriate case disposition, including stabilization services where relevant. Services will seek to:
  - promote the safety and emotional stability of a recipient;
  - minimize further deterioration of a recipient;
  - help a recipient to obtain ongoing care and treatment;
  - prevent a recipient’s placement in a setting that is more intensive, costly, or restrictive than necessary and appropriate to meet a recipient’s needs when clinically appropriate;
  - provide support, psychoeducation, and referrals to third parties, including family members, friends, or service providers, for a recipient in need of crisis services.
3. **Crisis** – is a behavioral, emotional, or psychiatric situation that without the provision of crisis response services, would likely result in: significantly reduced levels of functioning in primary activities of daily living; an emergency situation; or the placement of the recipient in a more restrictive setting.

4. **Assessment** – means an immediate face-to-face assessment by a mental health professional or practitioner under the clinical supervision of a mental health professional or a physician.
5. **Intervention Services** – means face-to-face, short term intensive mental health services initiated during a crisis to help the recipient cope with immediate stressors, identify and utilize available resources and strengths, engage in voluntary treatment, and begin to return to the recipient’s baseline level of functioning.
6. **Screening** – is the process by which a provider entity gathers information, determines if a potential crisis exists, identifies parties involved, and determines an appropriate response.
7. **Stabilization Services** – means individualized behavioral health services – provided to a recipient following intervention services – that are designed to restore the recipient to the recipient’s prior functional level. Stabilization services do not include inpatient treatment, partial hospitalization, or day treatment. Stabilization services include family psychoeducation.

Services to be provided per the attached Request for Proposal, as modified by the attached proposal from the Consultant. If applicable, a project schedule is attached as Attachment A.

**II. Compensation**

Consultant shall be compensated as per the following fee arrangement: these categories are estimates and can change at provider and city discretion

	Annual budget
Responder, supervision and support staff and costs	\$ 2,767,486
Program expenses (admin costs, rent etc)	\$226,843
Supplies (first aid kits, water, snacks etc)	\$5,671
Total	\$3,000,000

Total compensation under this Contract shall not exceed \$3,000,000 annually.

- A. **Invoices:** Consultant shall submit itemized invoices for services rendered. The City is under no obligation to honor or pay any invoices submitted more than 120 days after the Termination Date indicated in Section III of the Contract.
- B. **Travel Expense Reimbursement:** Reimbursable expenses shall be paid upon submission of itemized invoices to the City Department Contract Manager designated herein and shall be limited to the following:

The City agrees to pay only for reimbursable expenses that are reasonably and necessarily incurred and as set forth above. The total amount for compensation and reimbursable expenses shall not exceed the amount specified under the Compensation section above. All applicable travel-related expenses will require prior approval from the City Department Contract Manager designated herein. Consultant will only be reimbursed for the types of travel expenses that are allowed for travelling by City employees and for an amount that does not exceed the maximum reimbursements available to City employees. All travel must be conducted in accordance with the *City's Consultant Travel Reimbursement Conditions* which can be found at: <http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>. Also, if applicable and at the City's option, the City will reimburse the consultant for mileage using the IRS "deductible" rates rather than paying the consultant's costs for a rental vehicle.

### **III. Effective Date and Termination Date**

This Contract shall be in full force and effect from August 16, 2021 through August 15, 2023 unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract. It is the intent of the City to award one or more contract(s) for a term of two (2) years – pending an annual review – with the option to extend the contract, on an annual basis, at the sole option of the City, for three (3) yearly renewals for a total of five (5) years. Funding amounts and Consultant's compensation will be determined and agreed upon on an annual basis, including funding amounts and Consultant's compensation for renewal periods.

### **IV. Notices**

Communication and details concerning this contract shall be directed to the following contract representatives:

#### **CONSULTANT:**

Canopy Roots, LLC Attention: Cyrus Hanson  
6625 Lyndale Ave. S. Suite 440  
Richfield, MN 55423  
Phone: (404) 642-6562  
Email: cyrus.hanson@canopymhc.com

#### **CITY OF MINNEAPOLIS:**

**Heather Johnston, Department Head**

**350 S. 5<sup>th</sup> St. Room 305M  
Minneapolis MN 55415**

**Contract Manager: Brian Smith**

Phone: 612-673-2099

Email: [Brian.Smith1@minneapolismn.gov](mailto:Brian.Smith1@minneapolismn.gov)

**Contract Manager: Andrea Larson**

Phone: 612-673-3788

Email: [Andrea.Larson@minneapolismn.gov](mailto:Andrea.Larson@minneapolismn.gov)

**V. Terms and Conditions**

This Contract is subject to and incorporate all the terms and conditions set forth in the General Conditions attached hereto.

**VI. Closing**

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

The parties being in agreement, have caused this document to be executed as follows:

**FOR THE CONSULTANT, CONTRACTOR, OR OTHER NON-CITY SIGNATORY<sup>1</sup>:**

Signature: DocuSigned by:  
E67C8AEFE25C46C...

Name: cyrus hanson

Title: Business Manager, Owner

*By signing this document, I represent that I have the authority to enter into and bind the above-named entity to this Contract.*

**FOR THE CITY:**

Approved as to Form by:

Signature: DocuSigned by:  
142BAE98FC074C9...

**Assistant City Attorney**

Signature: DocuSigned by:  
10F9C49756FA4DF...

**Deputy City Coordinator**

Signature: DocuSigned by:  
E282482466504E3...

**Department Head (or Designee) Authorized to Sign this Contract and/or Responsible for Administering and Monitoring Contract**

Signature: DocuSigned by:  
02E06E87C1584F0...

**Finance Officer or Designee/Purchasing Agent**

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<sup>1</sup> The Non-City Signatory is the other party to this Contract, and may be identified elsewhere in the Contract as, depending on the City program or process involved, the Consultant, Contractor, Grantee, Lender, Licensee, Responsible Party, or as otherwise indicated.

## **City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000**

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any three (3) sections. Some negotiation is possible to accommodate the Consultant's suggestions.

### **1 City's Rights**

The City reserves the right to cancel the Contract without penalty, if any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

### **2 Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

### **3 Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage.

Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not

renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

#### 4. **Indemnity and Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the



Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Where the Services provided by the Consultant to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Consultant will not be obligated to defend the City as required above.

**5. Subcontracting**

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

**6. Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed unreasonably.

**7. General Compliance**

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

**8. Performance Monitoring**

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such

substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City’s Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10. Independent Consultant**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

**11. Accounting Standards**

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

**12. Retention of Records**

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

**13. Audit Requirements for Cloud-Based Storage of City Data**

If the Consultant’s services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were “private data” as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City’s Contract Manager, upon the Consultant’s receipt of the audit

results.

**14. Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Consultant and any of the Consultant’s sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a “governmental entity.” The Consultant must immediately report to the City any requests from third parties for information relating to this Contract and promptly respond to any requests for information or documentation from the City. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws.

**15. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

**16. Living Wage Ordinance**

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

**17. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

**18. Conflict and Priority**

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

**19. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

**20. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

**21. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

**22. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon ninety (90) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured in such 60 day cure period or such other reasonable time period to cure the default that has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by

the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off in the amount of the damages due to the City. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

### **23. Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

### **24. Intellectual Property**

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

**25. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

**26. City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

Notwithstanding the foregoing, Consultant’s obligations hereunder are subject to

applicable federal and state laws relating to data privacy or confidentiality, including without limitation the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and the rules promulgated thereunder, as the same may be changed from time to time.

## **27. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Provider must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Provider shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Provider shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **28. Miscellaneous Provisions**

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the City nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written

amendment signed by authorized representatives of the City and the Consultant.

7. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.



## **APPENDIX H SECURITY ADDENDUM**

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The following pages contain:

The legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4);

An example of a contract addendum (H-5);

The Security Addendum itself (H6-H7);

The Security Addendum Certification page (H8).

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**EXAMPLE OF A CONTRACT ADDENDUM**

AMENDMENT NO. \_\_\_\_ TO THE CONTRACT BETWEEN  
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. \_\_\_\_ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled " \_\_\_\_"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of [Party No. 1]: \_\_\_\_\_

[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
Date

On behalf of [Party No. 2]: \_\_\_\_\_

[Name]

\_\_\_\_\_  
[Title]

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative



# Request for Proposals

for

## Mobile Behavioral Health Crisis Response Teams

RFP2021-09 / Event # 0000001378

**Proposals due by: Wednesday, 03/31/2021 at 4:00 PM**

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REQUEST FOR PROPOSALS  
**FOR**  
**Mobile Behavioral Health Crisis Response Teams**

**I. INVITATION:** It is the intention of the City to solicit proposals from (a) qualified Provider(s) (hereinafter referred to as the Provider) for the development and operation of 24/7 mobile behavioral health crisis response teams for adults and children. As a result of research, outreach, and reflection, the City of Minneapolis recognizes the need to be innovative in its response to mental health crisis related 911 calls for service. The 911 calls that providers will be responding to will be low-risk in nature; we will continually evaluate risk throughout the pilot program. This new vision seeks to provide residents with a response best suited for their mental health needs while avoiding unnecessary interaction with police, arrest, and hospitalization. The City is seeking proposals that demonstrate a realistic and achievable plan for delivering appropriate support and stabilization services to adults and children in need in a culturally responsive manner. Providers are welcome to collaborate with other organizations on their proposal to ensure that the diverse communities in Minneapolis are represented. Preference will be given to collaborative proposals.

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select (a) qualified Provider(s) (hereinafter referred to as the Provider) for providing Professional Services to operate 24/7 Mobile Behavioral Health Crisis Response Teams (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment C), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Provider, City, and other parties involved in the Project.

**II. NOTIFICATION OF INTENT TO APPLY:** If you plan to submit a proposal under this RFP, please send an email notification of intent to apply by Tuesday, March 16, 2021. Notification of intent to apply is not required and is non-binding and is for the sole purpose of planning for enough proposal review panel members. Applications will be accepted from agencies who do not submit a notification of intent to apply. Please email notification of intent to apply to [innovate@minneapolismn.gov](mailto:innovate@minneapolismn.gov) with the subject line “2021 Mobile Behavioral Health Crisis Response Team Intent to Apply.”

**III. BACKGROUND INFORMATION**

Minneapolis is the largest city in Minnesota with a population of approximately 430,000<sup>1</sup> residents. Of those residents:

- about 36% identify as BIPOC (Black, Indigenous, person of color)<sup>2</sup>
- about 64% identify as white<sup>3</sup>
- about 16% were born in a different country<sup>4</sup>
- about 22% speak a language other than English<sup>5</sup>

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<sup>1</sup> <https://www.census.gov/quickfacts/minneapoliscityminnesota>

<sup>2</sup> <https://www.census.gov/quickfacts/minneapoliscityminnesota>

<sup>3</sup> <https://www.census.gov/quickfacts/minneapoliscityminnesota>

<sup>4</sup> <https://www.census.gov/quickfacts/minneapoliscityminnesota>

<sup>5</sup> <https://www.mncompass.org/profiles/city/minneapolis>

- about 20% live in poverty<sup>6</sup>
- about 14% identify as having a disability<sup>7</sup>
- about 50,600 experienced homelessness at some point during 2018<sup>8</sup>

In addition, to the above statistics, about 1 in 5 residents will experience a mental health issue at some point in their lives while 1 in 25 currently live with serious illness, such as schizophrenia, bipolar disorder or major depression<sup>9</sup>. This prevalence can be seen in the approximately 5,700 mental health crisis 911 calls that the City of Minneapolis receives per year.

In the fall of 2019, a workgroup was formed to analyze dispatch call categories to determine whether there were opportunities to expand the City's ability to respond to 911 calls beyond the Minneapolis Police Department. One of the call types that the group chose to focus on is mental health crisis 911 calls for service for their potential to have a high degree of impact for residents and MPD workload.

After hearing from over 4,000 residents through surveys and focus groups, it is clear that communities want a specialized mental health response in place of a police-centered response. As a result, in December 2020, the Minneapolis City Council approved the Safety for All proposal that includes ongoing funding to develop and operate 24/7 mobile mental health crisis response teams for mental health crisis related 911 calls. These teams will be dispatched through 911 as the primary response to mental health crisis calls that do not involve firearms and do not pose an immediate safety threat to others. If circumstances escalate, police may respond at the request of the mobile crisis team. The mobile crisis teams will respond unarmed, dressed down, and provide care that is crisis appropriate, culturally sensitive, empathetic, respectful, and humanizing. Responders will be required to have extensive training in mental health crisis intervention, de-escalation, cultural bias, and be trauma-informed.

**IV. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal conference will be held on 03/11/2021 at 12:00 PM as a Microsoft Teams virtual online meeting. All attendees should use the following link, <https://tinyurl.com/ynf56jba> to join the meeting. You may also call in at 612-276-6670, Phone Conference ID: 729032370#. All potential Providers are encouraged to attend this conference.

**V. PROPOSAL DUE DATE:** All proposals must now be submitted electronically through the eSupplier Portal. If you are already a City Supplier you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the "Forgot Password" tile to enter your User ID and a new password will be emailed to you. If you are not already a city supplier, click on the eSupplier link below and then click on the "Bidder Registration" tile to register. If you need further assistance with eSupplier, please send an email to [eprocurement@minneapolismn.gov](mailto:eprocurement@minneapolismn.gov)






Submittal must be made before **March 31, 2021 at 4:00 PM CT.**

<sup>6</sup> <https://www.mncompass.org/profiles/city/minneapolis>

<sup>7</sup> <https://www.mncompass.org/profiles/city/minneapolis>

<sup>8</sup> <http://mnhomeless.org/minnesota-homeless-study/homelessness-in-minnesota.php>

<sup>9</sup> <https://mn.gov/dhs/mental-health/>

<p>1. To access the eSupplier Portal, visit <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> and click or tap on the “Use The Portal” link:</p>	 <p>USE THE PORTAL Go to the portal to track your payments, view events and do updates</p>
<p>2. If you are not already a city supplier, you will need to first register as a bidder. You can do this by following the “Use the Portal” link described above and then clicking on the “Bidder Registration” tile to register:</p>	
<p>3. Click Register Now</p>	
<p>4. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the “Forgot Password” tile to enter your User ID and a new password will be emailed to you.</p>	
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> by clicking or tapping on the “Portal Instructions Written or Video Link”:</p>	
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> <li>• EMAIL (subject line: eSupplier help) - <a href="mailto:eProcurement@minneapolismn.gov">eProcurement@minneapolismn.gov</a></li> <li>• PHONE: 612-673-2311</li> </ul>	

**NOTE: Late Proposals will not be accepted.**

**VI. PROPOSAL FORMAT:** The Provider shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. **Statements of Collaboration** – We recognize that provider organizations may have relationships with one another, so we welcome collaboration if it aims to better serve the

cultural communities of Minneapolis and meets the requirements outlined in the RFP. If two or more provider organizations are collaborating on a proposal in response to this RFP, a single proposal should be submitted with a separate letter from each organization that describes the partnership and agrees to the content included in the single, co-authored workplan/narrative.

2. **Executive Summary** – The Executive Summary should include a clear statement of the Provider's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
3. **Scope of Services** – The general Scope of Services and Service Definitions can be found in Attachment C. **To address how these services will be provided, please respond to all items listed in the Narrative Questionnaire, Attachment D.** Include a detailed listing and description of tasks, deliverables, and timeline. Also include any qualitative or quantitative evidence you may have to support your response as optional appendices, particularly as it relates to patient outcomes and evidence of strong collaboration.
4. **Experience and Capacity** – Describe background and related experience demonstrating ability to provide required services. Indicate if organization or company expansion is required to provide service.
5. **References** – List three business or related services references. Provide each reference's contact name, organization, email, and current phone number. Listed references should include a 1 – 2 sentence description of the work performed.
6. **Personnel Listing** – Show involved individuals with resumes, specific applicable experience, and verification of passing a background check suitable to delivering crisis services to adults and children. Sub-Providers should also be listed.
7. **Organizational chart** – The prime organization must be included. Additionally, an organizational chart demonstrating the reporting relationships between primes and subcontractors must be included if subcontractors are used.
8. **Cost/Fees** – Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service.
9. **Company Financial Information** – Proof of financial responsibility, any bankruptcy filings by the Provider, its principles and officers during the previous seven years.

**VII. EVALUATION OF PROPOSALS – SELECTION OF PROVIDER:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, City Coordinator's Office, and other City staff assistance as they might require. The Evaluation Panel will select a "short list" of qualified Providers who will be formally interviewed as part of the final selection, as deemed necessary by the City.

During the review process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of error, or omissions. Evaluations will be based on the required criteria listed in the Section titled “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of narrative responses regarding (1) Service Delivery, (2) Cultural Representation & Accessibility, (3) Performance Measurement & Accountability as described in Attachment D.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives. Demonstrated ability to equitably, appropriately, and effectively serve BIPOC.
- D. **Achieved** outcomes with target populations and **anticipated** outcomes with target populations.
- E. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- F. Organization and management approach and involvement for a successful project.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services.
- I. Ability to meet all requirements of the RFP including but not limited to insurance, financial, and related requirements.

A formal Presentation/Interview will be requested of the “short list” Provider/s. Specifically, the City requests that the Provider’s Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-Providers) participate in the formal presentation/interview. **Responders should be prepared to schedule presentation between April 7, 2021 and April 9, 2021.**

The Presentation/Interview of the “short listed” Provider’s will consist of the following elements:

- 1. Discussion of the Provider’s approach to providing services for this Project based upon the Scope of Services and Narrative Questionnaire described herein.
- 2. Overview of the Provider’s experience as related to the Scope of Services and Narrative Questionnaire, including qualifications and experience of assigned staff.

The Evaluation Panel will schedule and arrange for the presentations.

**VIII. SCHEDULE:** The following is a listing of key Proposal and Project milestones and duration:

RFP Release	Monday, March 1, 2021
Pre-Proposal Conference	Thursday, March 11, 2021 at 12:00pm
Notification of intent to apply requested by	4:00 PM on Tuesday, March 16, 2021
Questions on RFP Due by	4:00 PM on Thursday, March 18, 2021
Responses to Questions posted by	4:00 PM on Wednesday, March 24, 2021

Proposals due by	4:00 PM on Wednesday, March 31, 2021
Presentations/Interviews take place	Wednesday, April 7 – Friday, April 9, 2021
Estimated provider(s) notification of selection	Wednesday, April 14, 2021
Estimated services start date	Tuesday, June 1, 2021
Estimated services end date	Thursday, June 1, 2023
Duration of contract (not to exceed 5 years)	Other

**IX. CONTRACT:** The contracting parties will be the City of Minneapolis and the Provider(s) selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award one or more contract(s) for a term of two (2) years – pending an annual review –with the option to extend the contract, on an annual basis, at the sole option of the City, for three (3) yearly renewals for a total of five (5) years. Funding amounts will be determined on an annual basis. If multiple providers are selected, the contracts awarded from this RFP will be for a length of three (3) total years.

**X. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Provider’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing only*** to:

Brian Smith  
 Director, Performance & Innovation  
[innovate@minneapolismn.gov](mailto:innovate@minneapolismn.gov)

All questions are due no later than **4:00 PM on Thursday, March 18, 2021**. Responses to the Questions will be posted by **4:00 PM on Wednesday, March 24, 2021** as an attachment to the RFP package on the eSupplier portal. No oral questions will be entertained prior to or after the deadline for written questions specified above.

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

**Providers are cautioned not to contact any City of Minneapolis staff directly. Evidence of such contact may be cause for rejection of proposal.**

**XI. REJECTION OF PROPOSALS:** The City reserves the right to reject any Agency on the basis of the proposals submitted.

**XII. ADDENDUM TO THE RFP:** If any addendum is issued for the RFP, it will be posted as an attachment to the RFP package in the eSupplier portal.

The City reserves the right to cancel or amend the RFP at any time.



**City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000**

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects its Providers to meet. The Provider agrees to be bound by these requirements unless otherwise noted in the Proposal. The Provider may suggest alternative language to any three (3) sections. Some negotiation is possible to accommodate the Provider's suggestions.

**1. City's Rights**

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

**2. Equal Opportunity Statement**

The Provider agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Provider. Among the federal, state and city statutes and ordinances to which the Provider shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Provider shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

**3. Insurance**

Insurance secured by the Provider shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Provider. Any policy deductibles or retention shall be the responsibility of the Provider. The City does not represent that the insurance requirements are sufficient to protect the Provider's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Provider shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Provider and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Provider or its subcontractors and 2) the negligence or failure to render a professional service by the Provider or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Provider, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Provider commences work, whichever is earlier.

#### 4. **Indemnity and Hold Harmless**

The Provider will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Provider's insurance coverage, arising directly from any negligent act or omission of the Provider, its employees, agents, by any sub-contractor or sub-Provider, and by any employees of the sub-contractors and sub-Providers of the Provider, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Provider to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Provider and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by

reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Where the Services provided by the Provider to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Provider will not be obligated to defend the City as required above.

**5. Subcontracting**

The Provider shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Provider shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Provider shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Provider has received payment from the City.

**6. Assignment or Transfer of Interest**

The Provider shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed unreasonably.

**7. General Compliance**

The Provider agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

**8. Performance Monitoring**

The City will monitor the performance of the Provider against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Provider within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Provider shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Provider and shall inform the Provider of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

#### **10. Independent Provider**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Provider shall at all times remain an independent Provider with respect to the work and/or services to be performed under this Contract. Any and all employees of Provider or other persons engaged in the performance of any work or services required by Provider under this Contract shall be considered employees or subcontractors of the Provider only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Provider.

#### **11. Accounting Standards**

The Provider agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

#### **12. Retention of Records**

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Provider shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

#### **13. Audit Requirements for Cloud-Based Storage of City Data**

If the Provider's services include the storage of City data using a cloud based solution, then the Provider agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Provider shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Provider agrees to provide a .pdf copy to the City's Contract Manager, upon the Provider's receipt of the audit results.

#### **14. Data Practices**

The Provider agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Provider and any of the Provider's sub-Providers or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Provider must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Provider concerning data requests. The Provider

agrees to hold the City, its officers, and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

**15. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Provider with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

**16. Living Wage Ordinance**

The Provider may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Provider and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

**17. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Provider.

**18. Conflict and Priority**

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Provider's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

**19. Travel**

If travel by the Provider is allowable and approved for this Contract, then Provider travel expenses shall be reimbursed in accordance with the City's Provider Travel Reimbursement Conditions (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

**20. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

## **21. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Provider are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Provider to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Provider represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Provider, the City's Code of Ethics will also apply to the Provider in its role as an "interested person" since Provider has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **22. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Provider may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Provider all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Provider, the City shall pay Provider all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Provider under this Contract shall, at the option of the City, become the property of the City, and the Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Provider shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Provider. The City may, in such event, withhold payments due to the Provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Provider, from asserting any other right or remedy allowed by law, equity, or by statute. The Provider has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Provider.

## **23. Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Provider.

## **24. Intellectual Property**

All Work produced by the Provider under this Contract is classified as "work for hire" and upon payment by the City to the Provider will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Provider may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Provider represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **25. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Provider and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: [http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

It is the Provider's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **26. City Ownership and Use of Data**

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Provider and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data

Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Provider (or any subcontractor of sub-Provider of the Provider) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Provider and any of Provider's subcontractors or sub-Providers involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Provider shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Provider shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

## **27. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Provider must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Provider shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Provider shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucep.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **28. Miscellaneous Provisions**

- 1. Successors and Assigns** -- This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Provider.
- 2. Severability** -- If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
- 3. No Partnership or Joint Venture** -- Neither the City nor the Provider is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the



other.

4. **No Third-Party Beneficiaries** -- This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** -- Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** -- This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Provider.
7. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

# ATTACHMENT B

## Background: Alternative to Policing

In response to a 2018 staff direction from the Minneapolis City Council, the Alternatives to Policing Workgroup (f.k.a. 911/MPD Workgroup) was formed to analyze dispatch call categories to determine whether there were opportunities to expand the City's ability to respond to those calls beyond the Minneapolis Police Department (MPD). The workgroup met four times during the Fall of 2019, culminating in a set of recommendations for options to expand emergency response beyond police.

Over the past year the City Coordinator's Office of Performance and Innovation has engaged in a community-centered process to assess the potential impact of alternative responses beyond police for 1) mental health (EDP) 911 calls and 2) priority 3 reporting calls. This culminated in City Council approving several recommendations in 2020 that aim to provide the right resources to residents at the right time, leveraging existing City resources and sourcing community resources to meet those needs where they don't currently exist as a part of the City's infrastructure.

The mobile crisis intervention program will dispatch non-police response to emergency mental health calls. Mental health response teams will include mental health providers and may include EMT/EMS. The goal of this program is to give people experiencing a mental health crisis an alternative to police that can properly assess their needs, provides appropriate care/support while avoiding unnecessary hospitalization and criminalization. Additional critical factors of response include, but are not limited to:

- The team will respond unarmed, dressed down and with a van full of supplies to address the immediate needs of the person in crisis. The van and supplies will be provided by the City.
- The responders will have extensive training on mental health crisis interventions, de-escalation tactics, and will be trauma informed. Teams will also need to be diverse in race and gender identity to best serve cultural populations.
- The team will be able to respond to mental health crisis quickly while providing culturally sensitive counseling and connecting people in crisis to support services.
- The program will be a community-based response that is empathetic and treats people experiencing crises as people who need help and not as criminals.

While this program is termed a pilot, the pilot is to determine how, not if, to provide this alternative to police response. The Mayor and Council committed ongoing funding to this

program, which includes, in addition to the mental health provider personnel which is the subject of this RFP, vans, technology and supplies. Additionally, the Office of Performance and Innovation will provide support, technical assistance, contract management and analysis of the response.

To learn more, please reference the following City Council Presentations:

- [11/13/19: Final presentation of the 911/MPD workgroup](#) (time stamp, 9:57)
- [11/5/20: Final presentation of OPI with 2021 budget recommendations](#) (time stamp, 1:46:10)
- [12/2020: See 13.3 in the 2021 Budget Resolution packet](#) (page 4)
- [1/21/2021: January Update to City Council](#) (time stamp, 1:56:44 )

# ATTACHMENT C

## Scope of Services

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Provider. The contents of this document are considered representative of the Project as a whole, but are by no means exhaustive.

The City of Minneapolis is seeking proposals for adult and children's mobile behavioral health crisis response services.

### **Adult and Children's Mobile Behavioral Health Crisis Response Services**

Behavioral health crisis response services are intensive face-to-face, short term behavioral health services initiated during a crisis to help the individual return to their baseline level of functioning. Crisis response services must include at a minimum, the following services:

1. **24/7 dispatch of mobile crisis response teams** to adults and children that are dealing with a known or suspected behavioral/mental health related crisis or emergency.
2. **Face-to-face crisis assessment** provided to adults and children that are identified, or identify themselves, as experiencing a known or suspected behavioral/mental health related crisis or emergency.
3. **Face-to-face crisis intervention** services provided to adults and children that have been assessed as experiencing a known or suspected behavioral/mental health related crisis or emergency and needing a face-to-face service.
4. **Provision of community stabilization services** to adults and children that remain at risk of another crisis and need additional services to avoid future crises.

### **Service Definitions**

1. **Behavioral Health Crisis Services** – Crisis services must be available to children and adults experiencing a crisis 24 hours a day, seven days a week. Services must include screening, assessment, intervention services, and appropriate case disposition, including stabilization services. Services must:
  - promote the safety and emotional stability of a recipient;
  - minimize further deterioration of a recipient;
  - help a recipient to obtain ongoing care and treatment;

- prevent a recipient's placement in a setting that is more intensive, costly, or restrictive than necessary and appropriate to meet a recipient's needs when clinically appropriate;
  - provide support, psychoeducation, and referrals to third parties, including family members, friends, or service providers, for a recipient in need of crisis services.
2. **Crisis** – is a behavioral, emotional, or psychiatric situation that without the provision of crisis response services, would likely result in: significantly reduced levels of functioning in primary activities of daily living; an emergency situation; or the placement of the recipient in a more restrictive setting.
  3. **Assessment** – means an immediate face-to-face assessment by a mental health professional or practitioner under the clinical supervision of a mental health professional or a physician.
  4. **Intervention Services** – means face-to-face, short term intensive mental health services initiated during a crisis to help the recipient cope with immediate stressors, identify and utilize available resources and strengths, engage in voluntary treatment, and begin to return to the recipient's baseline level of functioning.
  5. **Screening** – is the process by which a provider entity gathers information, determines if a potential crisis exists, identifies parties involved, and determines an appropriate response.
  6. **Stabilization Services** – means individualized behavioral health services – provided to a recipient following intervention services – that are designed to restore the recipient to the recipient's prior functional level. Stabilization services do not include inpatient treatment, partial hospitalization, or day treatment. Stabilization services include family psychoeducation.

# ATTACHMENT D

## Narrative Questionnaire

The City has identified three categories that holistically frame the expectations of proposed providers to participate in the mobile behavioral health crisis response teams, (1) Service Delivery, (2) Cultural Representation & Accessibility, and (3) Performance Measurement & Accountability. In order to fully serve the community and fulfill the responsibility of supporting adults and children experiencing a mental health crisis, these categories should be specifically and individually addressed as part of an annual work plan for each of the two (2) years submitted as part of the proposal. **Each bullet point under each category should be addressed within the narrative, and providers must provide a response to demonstrate they meet the minimum qualifications, which are required for the contract. Outside of minimum qualifications, a lack of experience in a category will not necessarily disqualify a candidate.** If provider does not have direct experience in an area, please describe related experience and/or how you plan to address that item if selected. We know that women and BIPOC tend not to apply if they don't meet every criteria; we encourage providers to apply or ask questions during the Q&A period if they are concerned they don't have the right amount or level of experience. The project narrative should be no more than ten (10) pages in 12-point font, single spaced, with one-inch margins (not including optional appendices).

### Service Delivery

Delivery of high-quality mobile behavioral health crisis support requires staff with strong training in mental health service provision. Another integral piece is to have responders with a customer service mind-set; responders must treat recipients with respect which includes honoring their culture and autonomy to decide what care they receive.

#### General Service Delivery

##### Minimum qualifications

- Please describe your experience working on interdisciplinary teams to accomplish a shared goal. Mental health providers will likely be paired with responders from other disciplines including but not limited to EMTs, City of Minneapolis Community Navigators, other medical personnel, etc. as we determine the best combination of skillsets for the program.
- Please describe your experience and ability to provide in-person timely response (in the case

of this work, timely will be defined as an immediate response to an emergency call; typically, in 10-20 minutes). If you have not provided emergency response, please share any crisis response experience you may have.

- Please describe your experience and ability completing professional assessment, timely crisis reports and referral.
- Please describe your experience and ability to provide stabilization services, as defined in Attachment B.
- Please describe your experience and ability to provide seamless coordination of case management and/or other follow-up services.
- Please describe your experience and ability to comply with all applicable Federal and State laws concerning confidentiality.
- Please describe what supplies you believe are needed on the response vans to effectively respond to both adults and children experiencing a crisis (ex. Snacks, water, socks, fidget toys, etc.)

### **Preferred qualifications**

- Please describe your experience and ability in providing services (including mobile response services) 24 hours a day, 7 days a week, and 365 days a year.
- Please describe your experience and ability to provide services in resident's homes and other preferred community locations.
- Please describe your experience and ability to provide and support or refer to Rapid Access Psychiatry Services.
- Please describe your experience and ability to provide supports utilizing Peer Support Specialists.
- Please describe your experience and ability to respond to third party calls (from family, friends, landlords, etc.) concerning an individual experiencing a mental health crisis.
- Please describe your experience and ability to coordinate with other social service providers, community mental health providers, primary care teams, schools, etc.
- Please describe your experience and ability to support and coordinate with Law Enforcement and 911.

- Please describe your organization’s access to an electronic health records system (EHR) that could be used when responding to an incident, if any.

## **Staffing, Supervision & Support**

### **Minimum qualifications**

- Please provide a staffing plan for the proposed program. Include a description of the roles and responsibilities of each staff member. Indicate the skills and experience each will be expected to have. Describe any certifications and background checks required of staff and the purpose of the requirement.
- Please describe initial and ongoing staff training including but not limited to delivering trauma-informed care, cultural competency (including race, ethnicity, LGBTQ+, disability, age etc.), de-escalation, implicit bias, and crisis training.
- Please describe how the provider will provide wellness support to responders to prevent vicarious trauma and burn-out.
- Providers must be able to pass background checks and be willing and able to follow FBI Criminal Justice Information Services (CJIS) compliance for access to dispatch systems (see Attachment E).
- Providers will need to be able to drive city-owned vehicles and may be required to take and pass certified driving tests.

### **Preferred qualifications**

- Please describe your experience and ability in facilitating regularly scheduled interdisciplinary team meetings with community stakeholders.
- Please describe how the provider will create an environment of group learning from crisis incidents that may help prevent feelings of isolation.

## **Administration**

### **Minimum qualifications**



- Please describe what systems and technologies will be used to provide services and whether these are provider-managed systems, City-systems, or something else. Describe your experience with Minnesota’s data protection laws. How will you ensure and document that the creation, access, protection, use, and management of data complies with the Minnesota Government Data Practices Act, other Federal and State requirements and industry data security and other data standards?
- Please describe your experience and ability to sustain adequate fiscal management of program revenue and expenses.

**Preferred qualifications**

- Please describe your experience and ability to participate in State and local meetings and trainings.

**Cultural Representation & Accessibility**

To support the delivery of high-quality mental health crisis intervention services to all residents and visitors of Minneapolis, a primary goal of the mobile crisis response teams will be to do so in a way that respects the culture and language of the person(s) in crisis. One way to help accomplish this is to employ responders from backgrounds diverse in race, ethnicity, gender, age, national origin, disability etc.

**Minimum qualifications**

- Please describe your experience and ability to provide culturally responsive services to diverse populations.
- Please describe how the provider will recruit, hire, and retain responders from diverse backgrounds described above.
- Please describe how the provider will ensure that staff are capable of implementing culturally specific treatment that is meaningful and appropriate as determined by the recipient's culture, beliefs, values, and language.
  - Particularly, how will the provider deliver services to individuals who speak a language other than English?

- Please describe how the provider will ensure high-quality care is provided to individuals of various abilities (ex. Deaf / Hard of Hearing, Blind / low-vision, those who use wheelchairs, developmental disabilities, etc.)?
- Please describe how the provider will ensure that the unique needs of children are appropriately addressed when responding to mental health crisis calls for service?

## Performance Measurement & Accountability

Ongoing program evaluation is necessary for ensuring effective service delivery, improving program design, and demonstrating program impact. Criteria for service planning and data reporting will be developed in collaboration with the City of Minneapolis, will consider community stakeholder feedback, and be reported in a timely manner.

### **Minimum qualifications**

- Please describe how the provider will ensure that consistent quality services will be provided in collaboration with stakeholders.
- Please describe the plan for face-to-face assessments and intervention to take place in the least restrictive setting.
- Please describe the plan for evaluating the outcomes of services.
- Please describe how you maintain and document the integrity of your data and records, through audits or other measures.

### **Preferred qualifications**

- Please describe how individuals will be diverted from hospitalization, criminalization, or other restrictive settings whenever possible.
- Please describe the plan for evaluating recipient satisfaction.
- Please describe the plan for sharing and delivering data, including clients served and assessed, as requested by the City of Minneapolis. This will support the connectivity of existing resources and support the seamless use of the full continuum of care.

## **APPENDIX H SECURITY ADDENDUM**

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The following pages contain:

The legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4);

An example of a contract addendum (H-5);

The Security Addendum itself (H6-H7);

The Security Addendum Certification page (H8).

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**EXAMPLE OF A CONTRACT ADDENDUM**

AMENDMENT NO. \_\_\_\_ TO THE CONTRACT BETWEEN  
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. \_\_\_\_ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled " \_\_\_\_"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of [Party No. 1]: \_\_\_\_\_

[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
Date

On behalf of [Party No. 2]: \_\_\_\_\_

[Name]

\_\_\_\_\_  
[Title]

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.



- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
  - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**CANOPY ROOTS**

**MINNEAPOLIS MOBILE CRISIS RESPONSE TEAM**



**Canopy Mental Health & Consulting  
6625 Lyndale Ave. S. Suite 440  
Richfield, MN 55423  
Phone: 612-712-7200 | [canopymhc.com](http://canopymhc.com)**

## **STATEMENT OF COLLABORATION**

At present, Canopy Mental Health & Consulting (Canopy MHC) is not partnering with other community organizations, though collaboration is a central value to the organization. Canopy MHC therefore submits this proposal as an independent organization, while recognizing the necessity of collaboration with community organizations if the project is to move forward, in order to develop comprehensive, culturally-informed services.

## EXECUTIVE SUMMARY

Canopy Mental Health & Consulting was established in January of 2020, when Coronavirus was simply an overseas threat that seemed so far away. Our vision of creating a mental health organization that truly centered and served diverse individuals unapologetically was in its infancy, untested and ideal. As the virus spread and the world changed before our eyes, we watched Black, Brown, Indigenous and Asian people disproportionately impacted. And it didn't stop there. In the wake of the murder of George Floyd, these communities now coped with the collective racial trauma that resulted. Suddenly, the niche we created in mental health was no longer an ideal. We had worked tirelessly as a collective to create a safe haven where BIPOC communities in the twin cities could come to find a diverse therapist that shares their cultural understandings. From our original four therapists, Canopy has now grown to 17 psychotherapists and a psychiatric medical provider. Canopy's first sessions were completed via telehealth only to slow the spread of COVID-19. Currently, Canopy's beautiful office in Richfield, just half a mile south of Minneapolis, serves as a safe space for our diverse clients seeking in-person therapy as well. We are humbled by the trust Twin Cities' diverse communities have placed in us, as we are consistently receiving an overwhelming amount of requests for therapy. The past 16 months have not been without significant challenges, however. Life and experience have a way of testing commitment to values and ideals. We've emerged from this time of stress and growth with an even deeper understanding of what diverse communities need, and a steeled resolve to continue to do good where we can.

The Canopy Roots program bid centers on the following ideas: 1) Crisis Responders need to reflect the cultural and racial identities of the diverse people who will need their services, 2) Crisis Responders need to be supported exceptionally well with training, debriefing spaces, supervision, and fair compensation for the risk to their emotional and physical well-being that they will take to support the community, and 3) Services will be rendered with understanding gained through a strong mental health lens that affirms the safety, dignity and interconnectedness of all people.

As our city still reels from the impact of racism, fear, and indifference that has contributed yet again to the loss of Black life, the owners and team at Canopy feel strongly motivated to carry out our understanding of the purpose of this bid: providing culturally informed crisis support in the City of Minneapolis. Three out of four members of Canopy's Project Team are African American, and understand well the mistrust of law enforcement. Additionally, the majority of Canopy's ownership team live within Minneapolis city limits, particularly over South and Northeast. We view this city as our community, and feel particularly invested in bringing about impactful change despite the risk and uncertainty involved in forging into this uncharted territory. We understand that these services will be life-saving for BIPOC people of Minneapolis, who are our neighbors, friends, children and partners. We've been fueled by the following realization: If not us, who? And if not now, when?

## SCOPE OF SERVICES

### Service Delivery

#### General Service Delivery

Candace Hanson, Taylor Shultz, Cherie Hanson, and Jimmie Heags Jr. (hereinafter referred to as the Project Team) have varied professional mental health backgrounds that prepare them well to develop and oversee the Canopy Roots Mobile Crisis Response Program. The Project Team has experience working with diverse communities across settings including but not limited to crisis stabilization services, case management, intensive residential treatment services (IRTS), co-occurring disorder treatment organization management, outpatient clinics, school, and community-based rehabilitative services. Additionally, Project Teams members have experience in developing and delivering training related to mental health and communities of color, as well as experience facilitating Restorative Justice Circles. In particular, the Project Team works with BIPOC individuals, families and communities, ranging in age from small children to elderly people, in addition to members of the LGBTQ+, disabled, and immigrant communities. Collectively, the Project Team has demonstrated success in working with community members to provide person-centered, culturally informed support aimed at preventing hospitalization and criminalization, across community settings.

Accurate assessment of the unique needs of individuals within their sociocultural context is a skill that has been vital to the Project Team members' success within their professional careers. In particular, the Project Team has familiarity and comfort with conducting suicide risk and crisis assessments, using a combination of unstructured interviewing and assessment tools. Team members have experience assessing functional impairment, conducting diagnostic assessments, collaboratively developing treatment plans, and documenting progress toward identified goals. Team members commonly use screening tools including but not limited to the GAD-7, PH-9, and PCL-5. Furthermore, the Project Team is practiced in the use and interpretation of the Level of Care Utilization System (LOCUS) tool in order to determine the most appropriate level of care to address recipients' mental health needs.

Determining appropriate referral sources is another skill all Project Team members have experience with. Knowledge of community resources available for a range of ages, abilities, and cultural identities is paramount to working effectively with people experiencing mental health emergencies. A critical element of providing appropriate referral services involves being able to effectively communicate between and among providers both internally and externally. In addition to this requiring a strong understanding of HIPAA privacy and security laws and regulations, this coordination requires clear communication of relevant information to ensure seamless coordination of care. The project team has the knowledge and experience to set this care coordination standard for crisis responders. Within crisis settings, the project team has

experience working with providers across disciplines, including psychiatric providers, psychotherapists, case managers, ARMHS workers, ILS workers, interpreters, peer support specialists, in-patient hospital programs, EMTs, and police officers. In particular, the Project Team will hire a psychiatric provider who will offer rapid access psychiatry services to individuals requiring mental health medication evaluation. Offering this service through the Canopy Roots program ensures seamless care coordination between crisis responders and prescribers. Furthermore, the mobile response team will have access to a group of diverse therapists for individuals or families who would benefit from outpatient psychotherapy services, or involvement in culturally-informed psychoeducation groups that facilitate a sense of community.

In addition to experience coordinating with various care providers, the Project Team has experience communicating with members of the community, such as family members or friends. In particular, when working with communities of color, gathering collateral information from individuals' support system can be foundational to conceptualizing an individual's mental health needs, since communities of color tend to be more collectivistic than White American culture.

The Project Team has experience working in diverse community settings, including but not limited to recipients' homes, outdoor spaces, schools, public buildings, and businesses. Part of effective crisis intervention is the ability to creatively problem-solve and adapt interventions to unique settings.

The Project Team has experience following federal and state laws concerning confidentiality. Project Team members have extensive experience maintaining HIPAA compliant records, as well as explaining the Minnesota Patients' bill of rights and HIPAA privacy policies to service recipients. The Project Team also has experience obtaining authorization for release of information necessary for care coordination with providers or community members outside of Canopy.

The Project Team proposes the hiring of a program development team to create an application for tracking outcome measures and documenting encounters so that they are securely stored and searchable. Development of this application will be necessary to interpret and disseminate program outcome information.

Crisis response vans will require supplies to meet the mental health needs of diverse ages and identities. Below is a preliminary list of supplies for the van. (See the Cost/Fees section for more information about supply costs).

- Tablets (for responder use)
- Protective tablet cases
- Hand sanitizer
- Masks
- Rubber gloves
- Shoe covers
- Disinfectant wipes

- Ear plugs
- Emesis bags
- First aid kit
- Snacks
- Water
- Light blankets
- Hand warmers
- Children's books
- Bubbles
- Sensory toys (play doh, squish toys, fidgets)
- Coloring pages/books
- Markers
- Crayons
- Small notebooks
- Pens
- Playing cards
- Simple games

### Staffing, Supervision, & Support

Staff Members will include the Canopy Roots Program Manager, who will oversee the program, in addition to two Supervisors responsible for supervision and incident debriefing, Supervisors will provide in-field support and training when necessary or appropriate. Additionally, the program will have a Trainer on staff who will coordinate with the Project Manager and Supervisors to develop and deliver weekly training. A Psychiatric Provider will provide Rapid Access services by designating a number of hours per week to be available for medication management services.

The team will have 12 full time Crisis Responders, two of whom will have the role of Lead Crisis Responder. The Lead Crisis Responders serve as a bridge between the program Supervisors and Crisis Responders. There will be 6 part-time Crisis Responders.

The Program Manager role is conceptualized as a part-time position with an estimated 30 hours per week required to oversee the program. As necessary, this role could expand to full-time at 40 hours per week. The Supervisor roles are currently considered part-time roles, with a 20 hours per week requirement per position. The program Trainer will float between the Mobile Crisis Response Team and the Canopy Consulting program. Similarly, the Psychiatric Provider will float between the Mobile Crisis Response Team and Canopy's Outpatient Mental Health program.

The Project team proposes that the program Trainer and Psychiatric provider are reimbursed for their services to the Mobile Crisis Response Team at an hourly rate.



- **Program Manager:** Candace Hanson will oversee the Mobile Crisis Response Program, coordinate with Supervisors to interview and hire personnel, maintain 24 hour/day crisis coverage, oversee program compliance, and collaborate with stakeholders.
  - Role must be held by a mental health professional as defined by MN statute 245.462, subdivision 18.
- **Supervisor:** Taylor Shultz and Cherie Hanson will provide initial onboarding and training to responders. They will supervise and support responders through consultation and incident debriefing, coordinate with the Program Manager to interview and hire personnel, and maintain 24 hour/day crisis coverage.
  - Role must be held by an individual qualified as a mental health professional as defined by MN statute 245.462, subdivision 18.
- **Trainer:** Jimmie Heags Jr. will provide weekly training to Crisis Responders on a variety of topics related to crisis response, cultural competence, assessment, and intervention.
  - Role must be held by a mental health professional as defined by MN statute 245.462, subdivision 18.
- **Psychiatric Provider (Rapid Access):** This role will be filled by a Psychiatric Provider who will offer an identified number of available hours each week for recipients of the Mobile Crisis program who are referred by Crisis Responders for mental health medication management.
  - Role must be held by a mental health professional as defined by MN statute 245.462, subdivision 18.
- **Full-time Crisis Responders** (12 positions, 2 of which are Crisis Responder Lead positions): The primary responsibility within this role is to respond to emergency mental health crisis calls for the purpose of de-escalation and providing referrals to community services. Crisis Responders are required to attending weekly staff meetings (Collective) in addition to weekly trainings
  - Role must be held by a mental health practitioner as defined by MN statute 245.462, subdivision 17
  - **Full-time Crisis Responder Lead** (2 positions): Responsibilities mirror Crisis Responder duties. Additionally, Crisis Responder Leads serve as a bridge between Crisis Responders and Supervisors by offering support to Crisis Responders
- **Part-time Crisis Responders** (6 positions): Responsibilities mirror Crisis Responder duties.
  - Role must be held by a mental health professional as defined by MN statute 245.462, subdivision 17

The Project Team proposes three shifts per 24 hour period. The day shift will be from 7:00 am - 5:30 pm, a 10 hour shift, allowing full-time day shift responders to work 4 day weeks. The mid-shift will be from 4:30 PM - 12:00 AM, and the night shift will be from 11:00 pm - 7:30 am. The mid shift and night shifts are 8 hours in length in order to account for what the Project Team anticipates may be times of higher call volume. Note

that all shifts have a period of overlap to facilitate effective communication between shifts and to facilitate familiarity and connection among team members who work different shifts. Ideally, responders will be dispatched in teams of two, with two teams of two working the busier shifts, as determined by call volume as data becomes available.

Responders will be required to attend one 'Collective', or Crisis Responder meeting, per week. Collectives will be designated for case review, incident debriefings (when necessary), and skill development. At least two Collectives will be offered per week. In addition to consultation and professional development, the Collectives are intended to foster a sense of community among responders,

In addition to attendance of one Collective per week, each responder will be responsible for attending one of two training sessions offered per week, lasting one hour. Training sessions will focus on a variety of topics, including, but not limited to the following broad areas:

- Crisis response and intervention
- Suicide risk assessment
- Safety planning
- Cultural competence
- Implicit bias
- De-escalation
- Trauma-informed care
- Assessment
- Community resources & mental health services
- Mental health diagnosis

The rationale for weekly training sessions is to provide space for the continuous education and development of crisis responders. Responding to mental health crises is challenging work that requires multiple skills: assessment, quick problem solving, flexibility, cultural awareness, and interpersonal skill. Furthermore, crisis response can result in vicarious trauma to providers, putting Crisis Responders at risk for burnout, and exposing the crisis response program to high turnover rates. High rates of job turnover exacerbate stress for team members and may result in reduced quality in community service provision. Prevention of burnout and vicarious trauma will rely on the Mobile Crisis Program's commitment to proactively carving out time for community building and skill development, so that team members feel confident in their work and remain connected with their colleagues.

### Administration

\_\_\_\_\_The Project Team has familiarity with and experience following HIPAA requirements. The program will require all staff to adhere to HIPAA standards by keeping all recipient health information on password protected devices. The program will store all business related documents on a secure password accessed drive, that audits document access. Furthermore, Canopy Mental Health & Consulting is a

paperless company. In addition to facilitating environmental sustainability, this policy is intended to protect recipient privacy, by ensuring that private health information (PHI) is securely stored electronically.

The Project Team has experience successfully managing business revenue and expenses. Canopy Mental Health & Consulting was founded in January of 2020 and became profitable by its second year of operation. The practice began with 4 psychotherapists and has since grown to a practice with 17 therapists and a prescriber. Due to the high demand of culturally-competent mental health services, the Project Team has had to adapt to rapidly changing financial circumstances.

### **Cultural Representation & Accessibility**

Canopy Mental Health & Consulting is a majority Black-owned mental health organization that was founded with the purpose of centering the mental health needs of historically underrepresented and marginalized communities in the Twin Cities. Canopy values include multiculturalism, excellence in mental health service provision, strong customer service, ethical employment, environmental responsibility, and openness and egalitarianism. High quality mental health services are provided by a diverse team of individuals who are trained in providing trauma-informed, person-centered, culturally-competent mental health services. Because Canopy's mission is rooted in the commitment to serve multicultural communities, Canopy is uniquely positioned to take on the important endeavor of providing community crisis response support services to a community that is hurting and struggling to trust law enforcement.

Canopy will hire staff members that are representative of the diverse Twin Cities community. Recruiting efforts will be accomplished by intentionally connecting to diverse communities and organizations. Canopy offers services that differ from many mental health organizations in our geographic area and is therefore appealing to underrepresented communities, as well as to individuals and groups eager to be involved in direct community support that in turn counters the effects of varying forms of oppression, including racism, classism, sexism, transphobia, homophobia, ableism, and nationalism. Retaining members of the mobile behavioral health crisis response team will be paramount to providing high quality community services. Canopy will retain team members by paying liveable wages, providing person-centered employment where individuals' strengths and needs are considered, and where their diverse backgrounds are celebrated. Canopy will create and maintain a supportive and healthy work environment, and provide frequent, high quality training on a variety of topics that will support skill development to enhance the effectiveness of services provided.

Canopy will explore options related to on-call interpreters who can be contacted via phone during encounters, in order to assist people in crisis who are non-English speaking. In instances where interpreter services are not available, responders will have written materials in various languages to provide basic information about who they are and what their purpose is to individuals or families in crisis. Furthermore, team members

will be sufficiently trained in culturally informed methods of responding to crisis situations that rely less heavily on the use of verbal dialogue. Mobile responders will rely on individuals' available social support in order to gather relevant information to communicate effectively and select appropriate, culturally responsive and person-centered crisis interventions. Additionally, crisis responders will be trained in working with disabled individuals, including but not limited to those with intellectual or developmental disabilities, the blind community, deaf community, and users of various mobility devices. Responders will be trained in mandated reporting and will report instances of abuse, neglect, or maltreatment or someone considered to be a vulnerable adult by the state of Minnesota.

Members of the response team will have experience working with children in diverse settings and will continuously receive training related to working with children of different ages, abilities, and cultural backgrounds. Responders will ensure that consent for intervention has been given by the child's primary guardian(s). Furthermore, responders will be trained in mandating reporting duties and will report any instances of maltreatment, abuse, or neglect of a child.

## **Performance Measurement & Accountability**

### Sharing and Delivering Data

As a program designed to serve the community, Canopy Roots will actively collaborate with stakeholders on a quarterly basis, with the availability for stakeholder requests of emergency meetings. Community feedback will be continuously considered and the program impact will be transparently communicated to stakeholders.

Program effectiveness will be assessed by de-escalation of a crisis situation that results in 1) no law enforcement involvement, 2) people in crisis getting connected with needed mental health resources, 3) no harm to people, and 4) no harm to property. These factors will be tracked for each encounter in order to assess program outcomes. Records will be tracked and audited by the Program manager and Supervisor/Trainer, and will be reviewed with all Crisis Responders. The program will give identified stakeholder representatives access to the data, contingent upon agreement to privacy requirements. Mobile responders will track each of these factors alongside their clinical documentation of the encounter. The program will compile quarterly reports on the statistics related to these factors. Examples of these reports will include percentage of calls that did not involve police, percentage of calls that did not result in hospitalization or a higher level of care, or percentage of calls that did not involve harm to others. As the program is developed, additional factors to track will be determined. Additionally, recipients of mobile crisis services will receive random surveys to measure their experience of and satisfaction with the crisis program and its responders.

## **EXPERIENCE AND CAPACITY**

Canopy's current staff/owners have a rich background of experience in successful program management as well as building and growing programs through significant change and challenge. All of the owners have experience and expertise consistent with giving this program a strong clinical backbone and powering it with values that lend itself to passion and excellence. We acknowledge that there will be a need to hire responders, and further develop this program if we receive this bid. Canopy already has a substantial list of potential recruits to be tapped, along with an already existing strong network base, and strongly connected social media and google marketing campaigns in place that could be mobilized for a rapid recruiting process.

## REFERENCES

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**Dr. Karen Dickson**

Board Certified Psychiatrist, Board of Trustees of NAMI, Minnesota

651-253-9458

[dicksonkaren100@aol.com](mailto:dicksonkaren100@aol.com)

## PERSONNEL LISTING

**Candace Hanson, MA, LPCC**

Psychotherapist, Owner

[candace.hanson@canopymhc.com](mailto:candace.hanson@canopymhc.com)

612-354-6258

**Taylor Shultz, MA, LPCC**

Psychotherapist, Owner

[taylor.shultz@canopymhc.com](mailto:taylor.shultz@canopymhc.com)

651-447-8676

**Cherie Hanson, MA, LSC**

Psychotherapist, Licensed School Counselor, Owner

[cherie.hanson@canopymhc.com](mailto:cherie.hanson@canopymhc.com)

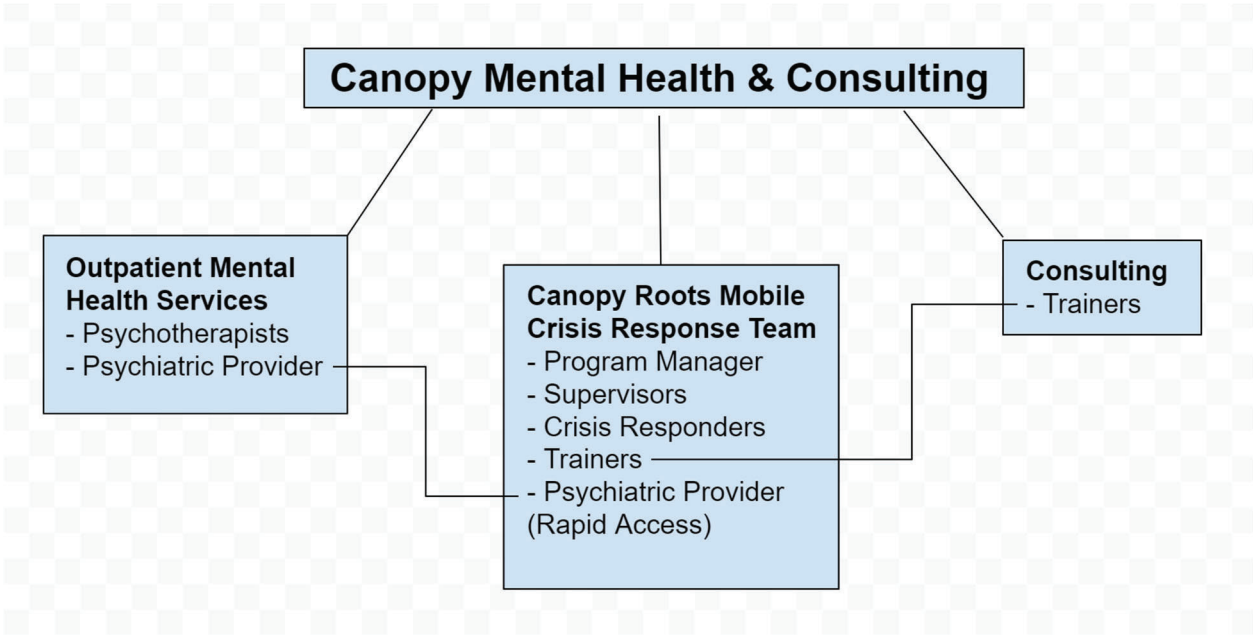
612-460-5196

**Jimmie Heags Jr., MA, LSC, LADC, LPCC, ACS**

Clinical Professional, Clinical Supervisor, Consultant, Owner

[jimmie.heags@canopymhc.com](mailto:jimmie.heags@canopymhc.com)

**ORGANIZATIONAL CHART**





## COST/FEES

### Employees

<b>Position</b>	<b>Status</b>	<b>Annual salary (or hourly rate calculated for 1 year)</b>
Program Manager	Part-time (30 hrs) with possible expansion to Full-time (40 hrs)	<b>\$60,000 - \$90,000</b>
Supervisor x 2	Part-time (20 hrs)	$\$40,000 \times 2 =$ <b>\$80,000</b>
Trainer	Part-time, hourly	$\$100/\text{hr} \times 2 \text{ hrs/week} = \$200 \times 52 \text{ weeks/year} =$ <b>\$10,400</b>
Psychiatric Provider	Part-time, hourly	$\$500/\text{hr} \times 10\text{hrs/week} = \$5,000 \times 52 \text{ weeks/year} =$ <b>\$260,000</b>
Crisis Responder Lead x 2	Full-time	$\$80,000 \times 2 =$ <b>\$160,000</b>
Crisis Responder x 8	Full-time	$\$75,000 \times 8 =$ <b>\$600,000</b>
Crisis Responder x 6	Part-time	$\$36,000 \times 6 =$ <b>\$216,000</b>
<b>TOTAL</b>		<b>\$1,416,400</b>

### Contractors (Annual)

Program developers for creation of mobile app to document encounters and track outcome measures	<b>\$6,000</b>
On-call interpreter services (including ASL)	$\$100/\text{hour} \times 10 \text{ hrs/week} = \$1,000 \times 52 =$ <b>\$52,000</b>
Time keeping system	$\$10/\text{month per employee} = \$10 \times 23 \text{ employees} = \$230 \times 12 \text{ months} =$ <b>\$2760</b>
<b>TOTAL</b>	<b>\$60,760</b>

**Supplies** (Annual)

Tablets x 6	\$1250 x 5 = <b>\$7,500</b>
Protective tablet cases x 6	\$150 x 6 = <b>\$900</b>
Laptops for non-mobile staff x 5	\$1750 x 5 = <b>\$8750</b>
Hand sanitizer	<b>\$150</b>
Masks	<b>\$300</b>
Rubber gloves	<b>\$250</b>
Shoe covers	<b>\$150</b>
Disinfectant wipes	<b>\$250</b>
Earplugs	<b>\$75</b>
Emesis bags	<b>\$125</b>
First Aid Kit	<b>\$500</b>
Snacks	<b>\$750</b>
Water	<b>\$500</b>
Light blankets	<b>\$650</b>
Hand warmers	<b>\$75</b>
Children's books	<b>\$200</b>
Bubbles	<b>\$50</b>
Sensory toys (play-doh, squish toys, fidgets)	<b>\$250</b>
Coloring pages/books	<b>\$75</b>
Markers and crayons	<b>\$50</b>
Small notebooks and pens	<b>\$75</b>
Playing cards and simple games	<b>\$100</b>
<b>Total</b>	<b>\$21,907</b>

**Unexpected Costs**

<b>Unexpected Costs</b>	<b>\$50,000</b>
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(Payroll + supplies + contractors + unexpected costs) =  
**Total Bid: \$1,549,067.00**

## **COMPANY FINANCIAL INFORMATION**

The principles and officers of Canopy Mental Health & Consulting have not submitted requests for bankruptcy or had any significant financial defaults personally or professionally within the last 7 years. Further specific information on company financials will be provided upon future request.

**Candace L. Hanson, MA, LPCC**

1831 Pennsylvania Ave S. St. Louis Park, MN 55426

918-770-1672 [candace.hanson@valpo.edu](mailto:candace.hanson@valpo.edu)

License # 01212 and MN BBHT Board Approved Supervisor

**Education**

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2009 Oral Roberts University B.A. Psychology

2011 Valparaiso University M.A. Clinical Mental Health Counseling

**Relevant Experience**

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**Canopy Mental Health & Consulting**, Richfield, MN 1/2020 to Present *Owner, Clinical Supervisor, Psychotherapist*

- Provides clinical oversight and supervision for a staff of 18 clinicians and 4 support staff
- Shares business operations responsibilities, including recruiting, clinician training, financial strategy and budgeting, organizational management, and community relations
- Successfully launched Canopy as a startup in early 2020, moving it to being profitable in it's 2nd year of operating.

**Twin Cities Therapy and Counseling Associates**, Golden Valley, MN 3/2018 to 11/2020

*Psychotherapist*

- Provide individual and couples psychotherapy with adults and adolescents, treating a variety of mental health concerns, using a variety of interventions.

**New Beginnings Minnesota**, Waverly, MN 11/2015 to 6/2018 *Mental Health Professional, Clinical Supervisor*

- Provide mental health services to adult men and women in residential co-occurring disorders treatment, including individual therapy, diagnostic assessments, group interventions, and mental health case management
- Oversee clinical and non-clinical operations at the Women's Residential Program, and the Family Program at both residential facilities
- Provide clinical oversight, supervision, and evaluation to licensed and support staff of 15
- Successfully directed the residential program through company-wide changes in philosophy, practice, and management

**People Incorporated**, Minneapolis, MN 9/2013 to 11/2015 *Mental Health Case Manager II, Mental Health Practitioner III (Crisis)*

- Provided adult recipients with therapeutic support and resources for recovery from Severe and Persistent Mental Disorders
- Completed Diagnostic, Functional, Crisis, and Suicide Risk assessments
- Used DBT informed and CBT interventions, and facilitated group skill building sessions using IMR modules

**Other information:**

- MN license # 01212
- MN BBHT Board Approved Supervisor
- Volunteer group facilitator for Mothers Against Gun Violence (MACGV) Minneapolis

# ***Cherie Hanson***

15 W 59th Street; Minneapolis, MN 55419; 219-707-3751; cherie.hanson32@gmail.com

## **EDUCATION**

*M.S.Ed. in School Counseling, Addictions Counseling Emphasis*  
Purdue University Northwest, Hammond, IN *May 2014*

*B.A. in Psychology, Spanish Language and Culture Emphasis*  
Oral Roberts University, Tulsa, OK *May 2008*

## **TRAINING, LEADERSHIP AND CONSULTING**

MN Department of Education, Bemidji, MN *June 2019*  
*Restorative Practices for Students with Special Needs*

MN Department of Education, Crystal, MN *July 2019*  
*Circles to Repair Harm, Restorative Practices Practicum*

Intermediate District 287, Plymouth, MN *August 2019*  
*Restorative Practices for Students with Special Needs*

MN Department of Education, Minneapolis, MN *June 2020*  
*Online Restorative Practices for Students with Special Needs*

Wayzata Public Schools, Minneapolis, MN *August 2020*  
*Restorative Practices*

Koinonia Leadership Academy, Minneapolis, MN *April 2021*  
*Resident Mental Health Therapist*

## **WORK EXPERIENCE**

Canopy Mental Health & Consulting, Richfield, MN *October 2019-Present*  
*Co-owner, Psychotherapist*

- Created and coordinated onboarding process for new therapists
- Managed all clinician-related supports
- Completed clinical assessments, treatment plans for diverse clients
- Developed mission, vision and business strategy for mental health startup

Minneapolis Public Middle School, Minneapolis, MN  
*School Counselor, Northeast Middle School*

*February 2020- Present*

- Served grades 6-8 addressing their personal/social, academic, and college and career related concerns
- Managed challenging student behavior using de-escalation and crisis skills
- Facilitated social emotional college and career related lessons for students
- Led student intervention team efforts for 8<sup>th</sup> grade team

West Education Center, Minnetonka, MN  
*School Counselor, W-ALT and SAFE*

*Aug 2017-January 2020*

- Served as grades 9-12 School Counselor for West's alternative school and high needs special education setting 4 program
- Supported school and district-wide Restorative Practices through weekly facilitation of circles with students, advocating for program-wide quality and consistency of implementation, and training building and district staff in RP
- Coordinated the AVID program and supported the elective class by implementing college and career in-class lessons, planning college visits
- Effectively managed challenging student behaviors by prioritizing respect, warmth, honesty and consistency in my relationships with them
- Managed frequent student escalation and crises in student with history of violent and criminal behaviors

# Jimmie L. Heags, Jr.

3420 18<sup>th</sup> Avenue South, Minneapolis, MN 55407  
(763) 232-7165

## EDUCATION

Metropolitan State University, BA, 2005	Individualized Studies
Adler Graduate School, MA, 2008	School Counseling
Adler Graduate School, MA, 2014	Clinical Counseling
Adler Graduate School, MA, 2018	Co-Occurring Disorders
University of Minnesota, 2018	Interdisciplinary Trauma
Bruce Perry Institute, 2020	Neurosequential Model in
Education	

## WORK EXPERIENCE

### **Part-Owner of Canopy Mental Health & Consulting** *August 2020 - current*

#### *Responsibilities include:*

- Providing psychotherapy to BIPOC
- Recruiting BIPOC therapist
- Providing Clinical Supervision to pre-license therapist
- Leading marketing and advertising planning
- Developing and writing Clinical Assessments and treatment plans with the clients

### **Intermediate District 287** *District-Wide Clinician 2008 - current*

#### *Responsibilities include:*

- Facilitating District 287 Restorative Practices
- Providing advanced training in Crisis Prevention and Intervention for school staff
- Debriefing critical incidents and restrictive procedures with educational teams.
- Presenting on related topics in trauma and mental health to educational staff
- Collaborating with school teams to improve educational programming

### **Kente Circle LLC** - *Associate Therapist 2019 - 2020*

#### *Responsibilities Included:*

- Provided clinical assessments
- Collaboratively wrote treatment plans and established goals with clients
- Utilized the DSM 5 for diagnosing psychiatric disabilities
- Provided clients with psycho-education and resources to assist in their goal attainment

### **Levans Counseling and Consulting** - *Clinical Therapist 2018 – 2019*

#### *Responsibilities Included:*

- Provided wrote clinical assessments
- Collaboratively wrote treatment plans and established goals with clients
- Utilized the DSM 5 for diagnosing psychiatric disabilities



- Provided clients with psycho-education and resources to assist in their goal attainment

**Adler Graduate School - Adjunct Instructor**

2012 - 2018

*Responsibilities Included:*

- Integrated core elements of comprehensive school counseling in student learning
- Provided supervision for school counseling during their field experience students
- Managed student's grades, information and other department objectives
- Maintained professional licensure by participating in regular training

**LICENSE CERTIFICATES DIPLOMA AND TRAINER CERTIFICATION**

- Licensed School Counselor
- Licensed Professional Clinical Counselor
- Licensed Alcohol and Drug Counselor
- Licensed Professional Clinical Counselor Supervisor
- Certificate in Co-Occurring Disorders
- Certificate in Interdisciplinary Trauma Studies
- Master Trainer for Crisis Prevention Institute
- Advance Trainer for the Children's Success Foundation-Nurtured Heart Approach
- Department of Education trainer for Restorative Practices
- Certificate in the Neurosequential Model in Education (NME)

**VOLUNTEER SERVICE**

**Committee Chair for the Minneapolis NAACP Behavior Health and Wellness**

*Responsibilities include:*

- Advocating and forming alliances to create user-friendly public health models for people of color who struggle with alcohol, drugs and/or mental health disorders.
- Providing trauma-informed substance abuse and mental health information and resources to the community and members of the Minneapolis NAACP
- Forming alliances for primary health, mental health and substance abuse practitioners who reflect the community in which they serve
- Sponsoring integrated efforts in policy, professional practice, and recovery support services targeted on the closing health disparity gaps.

## **Taylor Shultz, MA, LPPC**

1775 James Avenue Saint Paul, MN 55105  
651-373-1055 | taylor.shultz@canopymhc.com

### **Education**

2011-2013 **University of St. Thomas Graduate School of Professional Psychology**  
Master of Arts Degree in Counseling Psychology

2007-2011 **University of Minnesota**  
Bachelor of Arts Degree in Psychology

### **Clinical Experience**

2019-Present **Canopy Mental Health & Consulting**  
Co-owner, Psychotherapist

- Conceptualize and develop multicultural-centered outpatient private practice
- Collaboratively oversee business operations, including, policy and procedure development, and public communication
- Provide culturally-competent outpatient therapy services to individuals and couples with a range of presenting concerns

2016-2020 **Twin Cities Therapy & Counseling Associates**  
Independent Contract Psychotherapist

- Collaboratively work with individuals and couples in outpatient treatment setting using a variety of therapy modalities
- Conduct diagnostic assessments, partner with clients to build treatment plans, and coordinate care as necessary

2014- 2016 **People Incorporated - Nancy Page Crisis Residence, Minneapolis, MN**  
Mental Health Practitioner Clinical Trainee: *March 2015- Present*

- Complete majority of admission crisis service assessments while on shift
- Serve as person-centered care mentor to program staff

Mental Health Practitioner: *November 2014- Present*

- Establish supportive and therapeutic relationships with adults who have SPMI diagnoses who are experiencing acute mental health crises in short-term residential treatment setting
- Complete comprehensive assessments of client functioning and relationship to mental and chemical health upon program admission
- Collaboratively develop individualized treatment plan goals based on assessment of client strengths and needs
- Provide individual supportive counseling
- Partner with clients to develop crisis prevention plan and plan for safe discharge
- Facilitate psycho-educational groups on Illness Management and Recovery principles
- Utilize crisis intervention strategies to promote client safety

- Coordinate with community providers to ensure continuous care
- Collaborate with team members including mental health practitioners, supervisors, nursing staff, and psychiatric providers
- Receive weekly supervision and regularly present client cases at clinical review
- Attend trainings on topics such as nonviolent crisis intervention, boundaries and ethics, risk assessment, safety planning, and de-escalation

2013-2014

**South Metro Human Services, Saint Paul, MN**

Adult Rehabilitative Mental Health Services (ARMHS) Practitioner

- Served adults with SPMI diagnoses who often presented with trauma related concerns and co-occurring substance use disorders
- Built relationships and demonstrated cultural sensitivity toward individuals of diverse socioeconomic, cultural, or spiritual backgrounds, and LGBTQ clients
- Provided Dialectical Behavior Therapy (DBT) skills training and therapeutic interventions to clients in their homes and in the community
- Facilitated weekly psycho-educational groups based on recovery principles, mindfulness, and self-esteem
- Conducted diagnostic assessments and collaboratively formulated treatment plans
- Provided individual psychotherapy
- Collaborated with service care providers across medical, psychiatric, legal, and case management disciplines

2011-2013

**Neighborhood Involvement Program, Minneapolis, MN**

Practicum Therapist

- Provided individual psychotherapy to underserved adults in outpatient community clinic setting
- Served clients with current and past traumatic experiences associated with physical, psychological, and sexual abuse in childhood and adulthood
- Developed competency working with multicultural clients and members of the LGBTQ community
- Conducted comprehensive intake interviews, including diagnostic assessments and treatment planning
- Participated in Minnesota Coalition Against Sexual Assault (MNCASA) curriculum training for advocates

2011-2013

**Fraser Child and Family Center, Minneapolis, MN**

Developmental Trainee - Autism Day Treatment Program

- Served pre-school children with diagnoses on the autism spectrum in day treatment group setting
- Collaborated with mental health practitioner to create individualized and developmentally appropriate goals for clients
- Implemented therapeutic goals related to coping, play, communication, and social skills and collected behavioral data through discrete trials