

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 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 430,000¹ residents. Of those residents:

- about 36% identify as BIPOC (Black, Indigenous, person of color)²
- about 64% identify as white³
- about 16% were born in a different country⁴
- about 22% speak a language other than English⁵

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

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

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

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

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

- about 20% live in poverty⁶
- about 14% identify as having a disability⁷
- about 50,600 experienced homelessness at some point during 2018⁸

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 depression⁹. 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



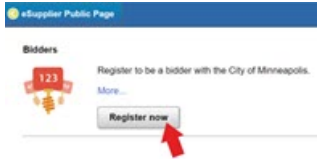


Submittal must be made before **March 31, 2021 at 4:00 PM CT.**

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

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

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

⁹ <https://mn.gov/dhs/mental-health/>

<p>1. To access the eSupplier Portal, visit http://minneapolismn.gov/finance/procurement/eSupplier 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>Bidder Registration View Registration Options.</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>Forgot Password</p> 
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at http://minneapolismn.gov/finance/procurement/eSupplier by clicking or tapping on the “Portal Instructions Written or Video Link”:</p>	 <p>PORTAL INSTRUCTIONS WRITTEN OR VIDEO Learn about registering, participation requirements, and using your information</p>
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> • EMAIL (subject line: eSupplier help) - eProcurement@minneapolismn.gov • PHONE: 612-673-2311 	

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

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), 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

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://mnucp.metc.state.mn.us/> or contact 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

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