

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

**Minnesota Department of Human Services
MN.IT Services**

Project Title SSIS Mobile Application

**Service Category(ies):
Web Application Specialist - .NET/ASP**

Business Need

Minnesota County Social Workers spend over 50% of their time in the field meeting with clients and attending court hearings. The Social Services Information System (SSIS) is a case management system used by these social workers to record client contacts, document assessments, prepare service plans, and use decision tools to manage their work. The current distributed system architecture requires that workers be connected to the system to use it, usually by returning to their offices or be connected remotely via VPN. The Department of Human Services (DHS)/MN.IT Services @ DHS/SSIS division would like to pilot the use of mobile devices, such as iPads, iPhones, or Android devices, that would allow workers to document their contacts and other work offline and to synch the data with the SSIS database when a wireless connection is available.

Increased mobility for social workers has been a vision for SSIS for over a decade. An application available on a mobile device that can download case and client data from SSIS, allow offline data and text entry, and synch back up to the SSIS database would greatly increase the productivity of workers and improve data quality.

A mobile application should support the following quality and efficiency improvements.

- Parent and youth engagement: Being able to develop service plans with parents and youth at their kitchen table offers families a level of interaction that promotes collaborative relationships and family-centered practice. Completing screenings, safety plans, risk assessments and other service plans with the family offers transparency and promotes family involvement in the casework process.
- Monthly visits to promote safety and well-being for children in foster care. In the last several years federal laws (title IV-E and IV-B) have increased the need for agency oversight about the care and services children receive in out-of-home care. Remote access will allow workers to document monthly visits and well-being information with youth, parents and foster parents. SSIS records can be updated remotely saving time and improving accuracy of documentation
- Quality assurance: For supervisors, enhanced opportunities for oversight and involvement in quality assurance activities and services provided to children and families. The mobile technology should increase efficiency and the ability of supervisors to immediately review case notes, service plans and other case record documentation.

- Social Worker satisfaction and safety: A mobile application should offer social workers a tool to prepare and inform them when in the field rather than taking notes on paper and returning to the office to enter into SSIS.
- Data privacy: If the mobile device is lost or stolen, the device should be able to be tracked and the hard drive erased remotely.

The application must provide a bi-directional interface to SSIS, such that client- and case-related data can be “checked out” and updated off-line, then later be “checked in” to SSIS for updating the system of record for Child Welfare.

The web server must be Windows Internet Information Services (IIS)

Project Deliverables

This is a collaborative project with the selected vendor, SSIS, and the pilot county/counties to assess the risks and determine the feasibility of implementing a mobile application in all counties and tribes that use SSIS.

SSIS will work with the vendor to develop and implement an interface to the SSIS Worker application from a mobile application that offers:

- Contact management and time reporting implementing SSIS codes and business rules.
- Structured decision-making tools in accordance with Minnesota standards.
- Full or partial service plan development.
- Integration of photographs.
- Genogram-creation functionality.
- User authentication using SSIS-provided web services when on-line.
- Data privacy and security to protect the private client data.
- Data encryption during the transfer of data from SSIS to the mobile device and back to SSIS.

The vendor’s deliverables include, but are not limited to the following:

- A mobile application incorporating the features and functions listed above, which meets applicable STATE architecture, information-security, and application development policies, standards, and guidelines.
- A mobile application, including associated electronic documents and training materials, that is fully compliant with the State of MN’s IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level ‘AA’ standards.
- An integration server application facilitating check out/check in functionality for SSIS data.
- The interfaces between the integration server and the mobile application.
- The mobile forms and assessments.
- Technical support during pilot for bug fixes and enhancements.
- Training/knowledge transfer, such that SSIS technical staff members can support, maintain, and enhance the vendor-supplied application.

NOTE: State purchasing laws and policies do not allow for purchase of commodity-type items (hardware, software) as part of a professional/ technical contract, unless they are incidental to the contract. If State must purchase hardware or software for this project, it will be in accordance with State procurement procedures.

This SSIS deliverables include, but are not limited to the following:

- Pilot county selection.
- Installation of required servers including base operating systems in accordance with DHS standards.
- Configuration of users, organizations and security.
- Development of the enhancements to the SSIS Worker application, if necessary.
- Test plan.
- Documentation of test results.

- Training materials for the social workers.
- Pre and post survey.
- Regular communications by the Project Manager.
- Risk assessment and Issues list.
- Documentation ensuring the security and protection of the private data.

The deliverables from the pilot counties include, but are not limited to the following:

- Procurement of mobile devices.
- Use of mobile application in the field by a unit of users.
- Weekly status update phone calls with SSIS staff.
- Responses to a pre and post implementation survey

Project Milestones and Schedule

- Project Start Date: March 1, 2013
- Pilot county(ies) selection completed: April 1, 2013
- Basic technical architecture and infrastructure needs defined: March 15, 2013
- Technical interface design completed: May 1, 2013
- Functional and user interface design completed: May 31, 2013
- Development and SSIS quality assurance testing completed: September 15, 2013
- Pilot start: October 31, 2013
- End of pilot with user experience report: April 30, 2014

Project Environment (State Resources)

This is a collaborative project with the selected vendor, SSIS, and the pilot county/counties.

The Social Services Information System (SSIS) is a case management and data collection system for foster care, out-of-home placement, children's mental health, and adoption information. County Social Workers use this system to help manage their cases.

SSIS is a decentralized, n-tier client-server application hosted in each agency providing social services under the supervision of the Minnesota Department of Human Services (DHS). SSIS is written in Delphi with an Oracle database. MN.IT Services supports MS Windows-based servers and databases installed in 86 individual agencies throughout Minnesota. The mobile application will be served from a centralized web server installed within the MN.IT technical infrastructure. It will interface with a centralized web server that will manage communications with all the county databases. Any data store required for the mobile application web server must be physically separated from the web server in accordance with applicable STATE information security policies.

This effort requires the following State resources:

Role	Task
DBA	Analysis, technical design.
DBA	Ensure adequate database backup, recovery, and availability plans are in place.
System Architect	Technical design for integration of assessment into SSIS.
SSIS Business Analysts	Define requirements.
GUI Development Supervisor	Manage development of GUI modifications to SSIS.
Developer Database Team Lead	Support XML development.
SSIS Developers	Develop and unit test.
SSIS Testers	Test mobile application (user interface and synchronization)
Architecture Team Lead	Manage build and deployment processes.

EOT Enterprise Support	Network support.
SSIS Technical Project Manager	Manage technical aspects of the project from the SSIS perspective.
Overall Project Manager	Provide overall project management
Sponsor	MN.IT@DHS Sponsor
Sponsor	DHS executive sponsors.

Agency Project Requirements

The purpose of this project is to pilot a solution with Minnesota County Social Workers that allows them to download case and client data from SSIS, work offline, and synch their data back up to the SSIS database when they are back at their office.

- The pilot will consist of one or more counties, each having 6 or more Social Workers pilot the application.
- The vendor is expected to train SSIS staff on the use of the mobile application and transfer the knowledge needed to train the pilot county staff.
- The vendor is expected to train SSIS technical staff on how to support, maintain, and enhance the application without the need for on-going vendor support.
- Feedback and statuses will be communicated to SSIS weekly.
- The vendor will fix any bugs that are encountered during the pilot.

The application will be available for use by all 89 agencies using SSIS within Minnesota at the conclusion of the pilot, and SSIS staff will have the knowledge required to implement the application in other agencies and to support the application on an ongoing basis.

This project will be in compliance with the Statewide Enterprise Architecture, and will follow standard project management practices.

Responsibilities Expected of the Selected Vendor

The selected vendor's effort includes the following:

- Developing the mobile application.
- Developing the integration server application.
- Developing the interfaces between the integration server and the mobile application.
- Testing for, and remediation of, known coding vulnerabilities.
- Providing technical assistance to SSIS for the integration between the integration server and the county/state server.
- Providing technical assistance to SSIS in the implementation of off-line forms and assessments.
- Providing technical assistance to SSIS in the configuration of users, organizations and security.
- The vendor is expected to train SSIS staff on the use of the mobile application and transfer the knowledge needed to train the pilot county staff.
- The vendor is expected to train SSIS technical staff on how to support, maintain, and enhance the application without the need for on-going vendor support.
- Feedback and statuses will be communicated to SSIS weekly.
- The vendor will fix any bugs that are encountered during the pilot.

State purchasing laws and policies do not allow for purchase of commodity-type items (hardware, software) as part of a professional/ technical contract unless they are incidental to the contract. If State must purchase hardware or software for this project, it will be in accordance with State commodity procurement procedures.

Required Skills

Required Skills will initially be evaluated on a pass/fail basis. **The Response must specifically indicate how the Responder meets all of these minimum qualifications.** If the STATE determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Required minimum qualifications:

- 2 years of experience in developing a web-based mobile application.
- Successful implementation of a large web-based application.
- 2 years of experience installing and configuring Microsoft Internet Information Services (IIS).
- 2 years of experience developing and configuring web-based application with the IIS environment.
- 2 years of experience writing web services using Windows Communication Foundation (WCF) services.
- 2 years of experience developing system interfaces using XML and other standard protocols.
- Demonstrated experience with using Section 508 standards and Web Content Accessibility Guidelines 2.0 standards.

Preferred Skills

- Experience in completing a successful Child Welfare web-based application.
- Experience working with government systems automation.
- Demonstrated experience working successfully with tight deadlines.

Responsibilities Expected of the State

SSIS staff will:

- Assist the vendor in the coordination of the integration between the integration server and the county/state server.
- Assist the vendor in the implementation of off-line forms and assessments.
- Assist the vendor in the configuration of users, organizations and security.
- Integrate between the state IIS server and the SSIS application.
- Develop, test and support the enhancements to the SSIS application.
- Train the social workers or one trainer who would train the others in their county.

Additionally the Project Manager is required to manage the implementation and communicate statuses and issues.

The pilot counties will:

- Purchase the mobile devices.
- Have a group of 6 or more people to use as pilot testers.
- Have a pilot group willing to participate in weekly status update phone calls with SSIS staff.
- Have a pilot group willing to participate in a pre and post implementation survey.
- Send at least one person to DHS for training or train the trainer.
- Have IT support staff to assist SSIS in troubleshooting connectivity or firewall issues.
- Have wireless connectivity to the SSIS server in their building.

Process Schedule

- Deadline for Questions 01/11/2013, 5:00 p.m. CST
- Anticipated Posted Response to Questions 01/18/2013, 5:00 p.m. CST
- **Proposals due 01/31/2013, 5:00 p.m. CST**
- Anticipated proposal evaluation begins 02/04/2013
- Anticipated evaluation completed & decision 02/15/2013

Questions

Any questions regarding this Statement of Work must be submitted via e-mail by 01/11/2013, 5:00 p.m. CST:

Name: Sue Kretchmer
Department: MN.IT Services @ Department of Human Services

Email Address: susan.kretchmer@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 01/18/2013, 5:00 p.m. CST (http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process

Step 1: Pass/Fail on Response Requirements and Required Skills. If DHS determines that the vendor failed to meet one or more of the requirements, or if the vendor did not submit sufficient information to make the pass/fail determination, then the Response will be eliminated from further review.

Step 2: Evaluation of responses that pass Step 1, based on the following criteria:

- Company: 15%
- Work Plan and Schedule: 20%
- Methodology/Approach to the Work: 15%
- Knowledge & experience of project team 20%
- Cost: 30%

Step 3: Interview top vendors/lead staff as needed. References may be checked in this step.

Step 4: Reevaluation of points for Step 2 for those Vendors interviewed, based on information determined from interview.

At any time during the evaluation phases, the State may contact a vendor for additional or missing information or for clarification of the Response. However, the State does not guarantee that it will request information or clarification outside of the submitted written response. To avoid the possibility of failing the evaluation phase or of receiving a low score due to inadequate information, it is important that the vendor submits a complete Response and meets **all** requirements fully.

This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

Responses should not primarily consist of standard company marketing information, but should be clear, concise, non-repetitive, professional, well presented information that focuses on addressing the requirements of the Statement of Work as succinctly as possible.

Vendor must have been previously qualified for the Service Category indicated on first page of SOW prior to response due date.

Introduction

The responses should include an Executive Summary which demonstrates the respondent's understanding of the services requested in this SOW and any problems anticipated in accomplishing the work. The Executive Summary should also highlight the respondent's overall approach to the project in response to meeting the project requirements and achieving the results defined in this SOW.

Company overview

- a) Company history and growth demonstrating financial stability, longevity, size, and general experience.
- b) Current financial data if publicly available
- c) Description of successful implementations of similar Child Welfare web-based applications.
- d) Experience working with government systems automation.

Project Work Plan and Schedule:

The respondent should provide a proposed work plan that describes how the respondent will schedule project tasks: the major activities, milestones and deliverables required to achieve the goals of this SOW. Respondent should include information on how reporting on the health of the project, project deadlines, and project risk will be managed. Vendor effort estimates should provide adequate detail for justification, as well as a description and quantification of the work steps. Work plan should include a timeline with target dates for project milestones/deliverables for both the vendor and for SSIS to ensure a successful partnership in completing this project.

Methodology and Approach

The respondent should describe how the project will be carried out in an effective and efficient manner, describing interim work products, models, and methods proposed, including:

- a) Organization and staffing
- b) Work-plan with life-cycle cost breakdown here
- c) Contract/change management procedures
- d) Project management (e.g. quality management, risk assessment/management, etc.)
- e) Documentation of progress such as status reports
- f) Strategy to ensure the solution fully meets the State's IT Accessibility standards.
- g) Documentation to ensure data security and privacy on the mobile device.

Knowledge and Experience of Project Team

The respondent should identify staff to be assigned to the project, their roles in this project, and include resumes of those persons identified. Roles should clearly relate to the Work Plan. References may be requested for staff in the evaluation process.

This component of the proposal must include previous experiences that will demonstrate the responder's ability to deliver the services requested in this SOW. Preference will be given to responders with experience implementing child welfare systems. The responder should describe the applicability of prior experience of assigned staff in providing similar services. Examples of relevant knowledge and experience, to be demonstrated through submitted staff resumes, would include:

- o Experience in developing a web-based mobile application using .NET/ASP.
- o Experience with XML Schemas.
- o Successful implementation of a large web-based application.
- o Experience working with government systems automation.
- o Technical knowledge of IIS Servers.
- o Experience and technical knowledge of accessibility standards from both Section 508 and Web Content Accessibility Guidelines 2.0.

Cost.

The respondent must provide detailed total cost proposal to complete all work, based on the following structure:

- i) Total project cost*
- ii) Total project cost per deliverable corresponding with deliverables identified in the work plan.
- iii) Hourly rate and total estimated hours for each staff member you intend to assign to the project. (Hourly rates cannot exceed the hourly rates identified in respondent's 902TS master contract.)

* If the proposed solution requires the State to purchase software or hardware, the cost of that software/hardware must be included in the Total Project Cost. Although State purchasing laws and policies do not allow for purchase of commodity-type items (hardware, software) as part of a professional/ technical contract (unless they are incidental to the contract), the TOTAL cost of the proposed solution will be considered when the State evaluates Cost.

References: Provide references and contact information for three clients using the solution

Conflict of interest statement as it relates to this project (see General Requirements section)

Required forms to be returned or additional provisions that must be included in proposal

- a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
- b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
- c) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
- d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form, if applicable
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>
- e) Documentation showing Targeted or Economically Disadvantaged Vendor status, if applicable.

Proposal Submission Instructions

Responses must be received no later than 01/31/2013, 5:00 p.m. Central Standard Time, and **must** be submitted via e-mail to susan.kretchmer@state.mn.us . Responses sent to any other e-mail address will not be considered.

The emailed response should contain two attached pdf files, one containing the cost proposal only and the other containing all other response materials, these files should be labeled "Cost Proposal" and "Response," respectively.

The subject line of the response e-mail should be: **Attention: Mobile App Selection Committee**

Constraints or Rules on Respondents

- Personnel other than the designated contacts indicated are NOT authorized to discuss this SOW with responders, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contacts.
- Contact regarding this Statement of Work with any personnel other than the designated contacts could result in disqualification.
- The designated contacts will only provide information that clarifies this statement of work, and the projected date for the award announcement.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Responder must agree to the following indemnification language for this Statement of Work:

In the performance of this contract by CONTRACTOR, or CONTRACTOR'S agents or employees, the CONTRACTOR must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by CONTRACTOR'S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

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

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement (WTO-GPA) of 1996. This includes all storage and processing of information and work performed by subcontractors at all tiers. In the case of this SOW, a contract would have to exceed the threshold amount (\$552,000) in order to be subject to the WTO-GPA requirement.

Responder must agree to the following information privacy and security language for this Statement of Work:

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17931); and
- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the

collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above..
- (b) Minimum necessary access to information. CONTRACTOR shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor’s Use of Information.

CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to STATE not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as STATE may reasonably request.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Document such disclosures of PHI and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (f) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State’s Duties.

STATE shall:

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

- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 6.1 is required. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CONTRACTOR maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- or
- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.