MINNESOTA
DEPARTMENT OF HUMAN SERVICES
ALCOHOL AND DRUG ABUSE DIVISION

REQUEST FOR PROPOSALS

FOR
A QUALIFIED GRANTEE(S) TO

Criminal Justice Substance Abusing/Dependent Population

For communication assistance, contact Minnesota Relay Service at 7-1-1 or 1-800-627-3529. If you ask, we will give you this information in another form, such as Braille, large print, or audiotape.

January 11, 2013
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I. EXECUTIVE SUMMARY

The Minnesota Department of Human Services (DHS), through its Alcohol and Drug Abuse Division (ADAD), is seeking Proposals from qualified Responders to provide case management and support services to individuals with substance use issues/disorders involved in the criminal justice system.

Funding Opportunity Title: Criminal Justice Substance Abusing/Dependent Population

Due Date for Proposals: January 11, 2013

Anticipated Total Available Funding: $400,000 Annually

Estimated Number of Awards: Four Awards

Estimated Award Amount: 100,000 each year for the initial two years with the potential of an extension of an additional three years making the total potential grant award 400,000.

Estimated Length of Project: Two years initially with the potential of an additional three years.

Eligible Applicants: Nonprofit Organizations and Local Units of Government

Local Units of Government are defined as municipal units of government such as counties, cities, townships, recognized tribes, and school districts.

Responders’ Conferences: Responder Conference will be held at the following location on the date listed below. Additional information about the Responder Conferences is located in under Section IV, RFP Process.

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<td>Friday, December 14</td>
<td>2:00 - 4:00 pm</td>
<td>Minnesota Department of Human Services</td>
<td>444 Lafayette Road</td>
<td>651-431-2000</td>
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<td>North St. Paul, MN</td>
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II. INTRODUCTION

A. PURPOSE OF REQUEST

The Alcohol and Drug Abuse Division (State), is seeking Proposals from qualified Responders to provide a case management approach/model with continuing care services to individuals with a substance use issue/disorder that are involved in the criminal justice system.

Minnesota State Statute 254A.01 states;
“IT is hereby declared to be the public policy of this state that the interests of society are best served by providing persons who are dependent upon alcohol or other drugs with a comprehensive range of rehabilitative and social services. Further, it is declared that treatment under these services shall be voluntary when possible: treatment shall not be denied on the basis of prior treatment; treatment shall be based on an individual treatment plan for each person undergoing treatment; treatment shall include a continuum of services available for a person leaving a program of treatment; treatment shall include all family members at the earliest possible phase of the treatment process”.

NOTE: Services mandated under 256E (primarily detox and chemical use assessment) or funded under 254B (the Consolidated Chemical Dependency Treatment Fund) are not appropriate for projects funded through this RFP.

The focus population will be 1) individuals who are living in the community on active probation or parole, 2) have been recently (within 1 Year) released from a Minnesota state or county correctional facility, and 3) who have been identified as having a substance abuse/dependency disorder. Priority must be given to individuals that are identified as veterans.

The case management will be in partnership and collaboration with agencies that will provide the necessary resources to interrupt the progression of further legalities and ongoing substance use.

A partnership design using a case management approach that includes an assessment to determine the individual’s current needs upon release, potential strengths and weaknesses and the development of a specific service plan with linkages to needed services is highly suggested. These services must address the need for substance abuse/dependency services. Additional services should include resources for affordable housing, educational and employment counseling/training, transportation, child care, parenting group, family unification/education and primary healthcare.

Successful case management through partnerships is critical to engaging the focus population, reduce the likelihood of recidivism back to criminal activity and substance use for the individual, their families, communities to which they reside or will return to and overall society. The Alcohol and Drug Abuse Division hopes to achieve this through specialized efforts to engage these individuals in the established continuum of care to address their substance use issues/disorder needs and by supporting their on-going recovery.
B. OBJECTIVE OF THIS RFP

This Request for Proposal (RFP) makes available 400,000 from the Federal Substance Abuse Prevention and Treatment Block Grant to fund up to four applicants for the development and delivery of these services. **Requests per application may not exceed 100,000 per year.** The funded projects would begin on or about July 1, 2013, or upon such date executed by the Commissioner of Human Services, whichever occurs later, and continue for an initial two years.

The objective of this RFP is to contract with a qualified Responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be initially for two years from on or about July 1, 2013 until June 30, 2015 with the option for one 3 year extension, making the total grant length 5 years. After the initial two years, funded applicants will be required to submit an application for the remaining three years. Continuation funding of initial applicants are contingent on available funds and applicant performance.

Proposals must be submitted by **4:00 p.m. Central Standard Time on Friday January 11th 2013.** This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

C. BACKGROUND

In September 2012 the Minnesota Department of Human Services released a state wide Substance Abuse Strategy report. Within the report there are defining elements which include expanding support for recovery by recognizing that Community-based recovery organizations play an important role in maintaining recovery throughout an individuals’ life and interrupting the cycle of substance abuse, crime and incarceration. At all levels of government, fair and effective criminal justice interventions must be combined with treatment, prevention and recovery efforts to stop the cycling of individuals within the criminal justice system.

Substance use disorders are a significant risk factor for criminal activity—both by their direct relationship to crime and risk, and indirectly by the negative effect of addiction on responsivity to interventions.

According to July 2012 statistics report from the Minnesota Department of Corrections 17.3% or 1,646 of the 9,501 persons incarcerated in a Minnesota state correctional facility have a drug offense, which is the number one offense out of all offenses. In July 2010 there were 3,255 individuals with either a substance abuse or dependent diagnosis in a Minnesota state correctional facility. In that same year (2010) there were 18,451 individuals on adult supervision.

The PEW Center on the States 2011 report stated that in 2004 Minnesota released 5,189 offenders and within 3 years by 2007 had a 61.2% recidivism rate of re-incarceration. Thirty six percent committed a new crime and 26% had a technical violation, 39% had no return. There was an 11.1% recidivism increase rate between the 1999 and 2004 study.
Federal and state corrections facilities held over 1.6 million prisoners at the end of 2010 — approximately one of every 201 U.S. residents.

At least 95 percent of state prisoners will be released back to their communities at some point.

During 2010, 708,677 sentenced prisoners were released from state and federal prisons, an increase of nearly 20 percent from 2000.

Approximately 9 million individuals are released from jail each year.

Nearly 4.9 million individuals were on probation or parole at the end of 2010.

In a study that looked at recidivism in over 40 states, more than four in 10 offenders returned to state prison within three years of their release.

In 2009, parole violators accounted for 33.1 percent of all prison admissions, 35.2 percent of state admissions, and 8.2 percent of federal admissions.

Twenty-three percent of adults exiting parole in 2010 – 127,918 individuals – returned to prison as a result of violating their terms of supervision, and 9 percent of adults exiting parole in 2010 - 49,334 individuals - returned to prison as a result of a new conviction.

The incidence of serious mental illnesses is two to four times higher among prisoners than it is in the general population.

In a study of more than 20,000 adults entering five local jails, researchers documented serious mental illnesses in 14.5 percent of the men and 31 percent of the women, which taken together, comprises 16.9 percent of those studied — rates in excess of three to six times those found in the general population.

Three quarters of those returning from prison have a history of substance use disorders. Over 70 percent of prisoners with serious mental illnesses also have a substance use disorder.

In 2004, 53 percent of state and 45 percent of federal prisoners met Diagnostic and Statistical Manual for Mental Disorders (DSM) criteria for drug abuse or dependence. Nearly a third of state and a quarter of federal prisoners committed their offense under the influence of drugs. Among state prisoners who were dependent on or abusing drugs, 53 percent had at least three prior sentences to probation or incarceration, compared to 32 percent of other inmates. At the time of their arrest, drug dependent or abusing state prisoners (48 percent) were also more likely than other inmates (37 percent) to have been on probation or parole supervision.

In 2002, 68 percent of jail inmates met DSM criteria for drug abuse or dependence. Half of all convicted jail inmates were under the influence of drugs or alcohol at the time of offense. Inmates who met substance dependence/abuse criteria were twice as likely as other inmates to have three or more prior probation or incarceration sentences.

Only 7 percent to 17 percent of prisoners who meet DSM criteria for alcohol/drug dependence or abuse receive treatment in jail or prison.

More than 10 percent of those entering prisons and jails are homeless in the months before their incarceration. For those with mental illness, the rates are even higher — about 20 percent. Released prisoners with a history of shelter use were almost five times as likely to have a post-release shelter stay.

According to a qualitative study by the Vera Institute of Justice, people released from prison and jail to parole who entered homeless shelters in New York City were seven times more likely to abscond during the first month after release than those who had some form of housing.
When individuals are released from prison or jail, the ability to access safe and secure housing within the community is crucial to their successful reentry. Studies have shown that the first month after release is a vulnerable period “during which the risk of becoming homeless and/or returning to criminal justice involvement and substance use is high.” Without a stable residence, it is nearly impossible for newly released individuals to reconnect positively to a community. The study also indicates that many continually cycle in and out of incarceration. More often than not, when these individuals are not linked to the services and support that could facilitate their successful reintegration, they end up re-incarcerated for either violating the conditions of release or for committing a new crime. Enhancing public safety by reducing recidivism—particularly by connecting the reentry population to services and supports that facilitate successful community reintegration is the key.

According to the Justice Policy Institute states with higher treatment admission rates send fewer people to prison than states that have lower treatment admission rates per 100,000 people. In 2005 Minnesota was one of the top 20 states with the highest treatment admission rates per 100,000 individual’s.

We know that treatment, support and recovery services work for individuals with substance abuse/addiction disorders. States have moved toward lesser punishments and more treatment and services approach with individuals that have a drug related crime. This Request for proposal is aimed at continuing that approach for the criminal justice substance abusing/dependent population.

II. SCOPE OF WORK

A. OVERVIEW

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

All services contracted as a result of the RFP shall be performed within the State of Minnesota, and will focus on individuals found eligible by the provider for these services based on the individual’s identified substance abuse/dependency and the need for support within the community and/or upon release from a Minnesota county or state correctional facility. The focus group’s inability to access or benefit from existing available supports should be identified and will be considered. Providers must be culturally competent and licensed-or supervised by a licensed alcohol drug counselor-LADC who will oversee the project.

The overall goal of this RFP:

To assist in the re-entry process by bridging the gap in services for substance abusing/dependent offenders on active probation/parole, currently incarcerated in a Minnesota county correctional facility or being released from a Minnesota state or county correctional facility. This is to include veterans that may be involved in the criminal justice system. The services provided will include a case management approach by developing and implementing strategies to eliminate the long-standing disparities with re-entry in availability, access to and quality of substance abuse/dependency services to people with criminal histories, of diverse racial, ethnic and linguistic populations with consideration of gender, disability or special needs and sexual orientation.
Specific Goals:

**Individual Goals** (not limited to)

- Become sober and maintain recovery
- Reduce individual recidivism
- Reduce risk factors that trigger alcohol/drug use and criminal behavior
- Increase protective factors that reduce alcohol/drug use and criminal behavior
- Increase positive social skills
- Increase awareness of ATOD use consequences
- Identify criminal thinking and behaviors that contribute to use
- Enroll and enter into classes to obtain GED or post-secondary education
- Obtain meaningful, permanent employment
- Achieve adequate permanent housing
- Develop positive/healthy community supports
- Participate in family re-unification efforts to enhance support and educate family on addiction and recovery
- Address mental health needs
- Address any/all primary health care needs

**Program Goals** (not limited to)

- Collaborate to develop partnerships to coordinate services with corrections agencies to implement a cost effective approach to reduce recidivism
- Design and fully implement a program of culturally appropriate recovery services
- Use Evidenced based practices to include Cognitive Behavioral Therapy approaches to help participants learn positive social and coping skills, employ drug testing, offer a continuum of care, use incentives and sanctions to address compliance issues and to reinforce positive behavioral change, focus on individuals at higher risk for criminal activity, use motivational enhancement to increase treatment engagement and retention
- Implement strategies to reduce recidivism rates for all participants by taking a data-driven approach to lowering re-offense rates of people released from jail and or prison
- **Partner with entities that will assist in delivering all the necessary services for an individual’s reintegration**
- Obtain counseling/training that will lead to meaningful, permanent employment
- Reduce barriers to service/treatment access and participation through case management using collaboration and partnership
- Maintain high-quality culturally specific staff reflective of the focus population
- Ensure program services meet focused population needs (demonstrated through the achievement of intended **outcomes**)
- Connect community resources or develop them to enhance supports which will meet ongoing needs of this focus population long-term
- High customer satisfaction
B. TASKS/DELIVERABLES

Based on experience and expertise, with the criminal justice and substance abusing/dependent population the successful applicant(s) will:

- Develop and implement a service model which demonstrates case management through collaboration and partnership that supports health (including abstinence) for substance abusing/dependent offenders by addressing and meeting the gaps for reentry in access to appropriate resources for offenders that will lead to appropriate level of care such as substance abuse/dependency treatment and support services, available culturally specific programming, and service proximity. It is noted that these gaps are often due to issues surrounding language proficiency, cultural relevance, and funding, as well as, overall system capacity.
- Treatment, support, and supervision must be tailored to the individuals’ needs and risk levels.
- Fully implement the proposed model program activities to enhance the participant’s reintegration, sobriety and functionality for the period of time they are receiving these program services and longer-term.
- Recognize and celebrate individual strengths and progress in sobriety through ceremonies, rituals or other appropriate supports which will enhance the health of the individual participant and the community.
- Assist and connect participants with culturally appropriate community based follow-up supports that have a history of successfully supporting and maintaining individuals in recovery upon completion/graduation or discharge form this program (i.e. Alcoholics Anonymous) or assist in the creation or create such a support.
- Provide timely communication and program evaluation with outcomes to State staff regarding both individual and program outcomes.
- Implement the program and make programmatic changes required based on success and evaluation data and information to ensure that the desired positive outcomes of this RFP are achieved.
- Develop a sound evaluation plan that will enable the applicant to monitor, measure and report both individual and program outcomes.
- Hire an outside Evaluator with experience in offender evaluation and outcomes to implement the State approved evaluation plan.

III. PROPOSAL FORMAT

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for non-responsiveness. Acceptable Proposals must offer all services identified in Section II - Scope of Work and agree to the contract conditions specified throughout the RFP.
A. REQUIRED PROPOSAL CONTENTS

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component). Each of these components must be separate from the others and uniquely identified with labeled tabs. Proposal submission must include 7 copies and one original.

1. Table of Contents
2. Proposal Requirements
   a. Executive Summary
   b. Description of the Applicant Agency
   c. Description of Focus Population
   d. Project goals and objectives
   e. Project Activities and Implementation Plan
   f. Evaluation plan
   g. Budget proposal
   h. Professional Responsibility
   i. Collaborative Efforts and Letters of support
   j. CLAS Cultural Competence assessment

3. Innovative Concepts (If Applicable)
4. Required Statements
   a. Responder Information and Declarations
   b. Exceptions to Terms and Conditions
   c. Affidavit of Noncollusion
   d. Trade Secret/Confidential Data Notification
   e. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
   f. Affirmative Action Data Page
   g. Certification and Restriction on Lobbying
   h. Coordination of Local Programs

5. Appendix (If Applicable)

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

B. PROPOSAL REQUIREMENTS

The following will be considered minimum requirements of the Proposal. Emphasis should be on completeness and clarity of content.

1. Executive Summary: This component of the proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder’s overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should
demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

2. **Description of the Applicant Agency**: This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program. The Responder should demonstrate the length, depth, an applicability of all prior experience in providing the requested services. Letters of reference may be included. The Responder should also demonstrate the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed services.

3. **Description of Focus Population**: Describe the level of need for services in your community and what group or groups of individuals will be focused on for services by the program. Discuss whether your program and activities will have a local, regional or statewide impact and whether they will serve low- and moderate-income individuals and families. Include a description of the referral system(s) used by the program to reach the focus population.

4. **Project goals and objectives**: This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program’s effectiveness.

   a. Identify one or more Goals (the opposite of the problem) for this proposal which would remediate the identified need.

      *Note: Clearly define the project’s goals. (Note: goal statements are usually the reversal of the problem(s) that the project is attempting to solve). Goals are realistic client outcomes and overall project direction.*

   b. Identify detailed program strategies (activities/objectives and tasks that are specific, with time frames/deadlines, and identification of who is responsible) that will address the identified gaps- either through new or additional services that this proposal will provide. Discuss the service frequency and intensity, and where and how services will be delivered. *(Note: include the gaps and strategies from the CLAS chart, as appropriate). Identify the intended length of the program, discharge criteria, and any proposed client service transitions that will be a part of this project.*

   c. Program Objectives should indicate who, what, why, when, where, and how. Proposals must contain sufficient goals and objectives to fully describe the programs steps planned which will fully accomplish each goal. *(Identify the number of people to be served; the number and type of activities- including a proposed schedule; and criteria for admission and discharge) in the following manner:

      1. Project Goal
         a. Objective and time frame
            i. Task
            ii. Task
            iii. Task
b. Objective and time frame
   i. Task
   ii. Task
   iii. Task

This will become the work statement, and should clearly answer what will happen because of these grant dollars. Work statements provide the details of how the project will be carried out in a culturally specific and effective manner, who will be involved, what resources will be utilized, project benchmarks and timeframes for individual program completion and transition.

d. The work plan should correspond to the budget summary and should include any of the CLAS Chart gaps and strategies the organization will be implementing that are pertinent to this project.

e. If this project is funded, what enhanced focus population outcomes, both short and long-term will occur and why?

f. Identify if there are any other funds which are available to support this service (i.e. Rule 25, Rule 31, Minnesota Care, Insurance, etc), and/or how this program will build on existing resources within the continuum of care.

g. Identify your plan to sustain grant supported services (if appropriate) at the end of the grant period.

5. Project Activities and Implementation plan: All proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement. Identify the rationale behind your proposed service model including any research designating best or promising practices, historical findings pertinent to the population’s ability to benefit from this model and how it will support the population’s achieving or maintaining sobriety. The basis of the model should include culturally held individual and community based values, beliefs and knowledge or practice which supports wellness and sobriety for this population and the community.

6. Evaluation plan: The presented goal(s), objective(s) and tasks will become the project Work Plan which your program will be evaluated against. The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful Responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

Each grantee will be required to provide quarterly progress reports for quarters 1, 2, and 3, and a year-end report to the Alcohol and Drug Abuse Division, for monitoring purposes. Reporting will consist of both process evaluation data and outcome data. Organizations are also encouraged to share information results with the target and broader community, identifying DHS as a funding partner.
10% of the budget is to go to evaluation. Please indicate who you will be purchasing this service from or how you will make this decision.

7. **Budget proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs with them and which components are essential to delivering minimum quality services. **Include a budget narrative for the applicant and each subcontracting agency.** Explain the proposed use of the grant funds and matching funds. Your explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. Responders are encouraged to apply for only the amount needed for their proposed programs. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness.

8. **Professional Responsibility:** It is crucial that the State locate reliable grantees to serve our clients. The Successful Responder must be professionally responsible. Therefore, Responders must include in their Proposals satisfactory information regarding their professional responsibility.

Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past six years against your organization or its employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All Proposals must also include information about pending litigation and/or litigation resolved within the past two years that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, and the dollar amount being requested as damages, and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with $x damages awarded, verdict for Responder, etc.).

Responder should also submit information which demonstrates recognition of their professional responsibility. This may include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in the State’s determination of the award of the contract. It may be shared with other persons within DHS who may be involved in the decision-making process, and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization’s Proposal may be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a Responder's professional status.

9. **Collaborative Efforts and Letters of Support—See Section E. within the application**
10. **CLAS National Standards on Culturally and Linguistically Appropriate Services (CLAS)**

The CLAS standards are primarily directed at health care organizations; however, individual providers are also encouraged to use the standards to make their practices more culturally and linguistically accessible. The principles and activities of culturally and linguistically appropriate services should be integrated throughout an organization and undertaken in partnership with the communities being served.

The 14 standards are organized by themes: Culturally Competent Care (Standards 1-3), Language Access Services (Standards 4-7), and Organizational Supports for Cultural Competence (Standards 8-14). CLAS mandates are current Federal requirements for all recipients of Federal funds (Standards 4, 5, 6, and 7).

An **Organizational CLAS Standards Chart** which reviews organizational cultural responsiveness must be completed as part of the organizational information component. This form is found in the application. Cultural competency in program implementation is known to be key to achieving successful service outcomes. The definition of cultural competency includes the ability of organizations and systems to function and perform effectively in cross-cultural situations. Cultural competence should be reflected in the operations of the applicant organization, in the proposed program design and in the expected outcomes.

C. **INNOVATIVE CONCEPTS (If Applicable)**

The detailed needs and requirements for Responders in this RFP are not intended to limit the Responder’s creativity in preparing a Proposal. Responders may submit innovative ideas, new concepts, partnership arrangements, and optional features in response to this RFP. However, Responder must still address the needs and requirements stated in this RFP. Submitting only a different idea instead of addressing the needs and requirements stated in the RFP will result in the Responder’s Proposal being found nonresponsive and receiving no further consideration.

Any additional innovative concept submitted by a Responder will only be reviewed after the required needs stated in the RFP have been addressed. The State will review such additional features to determine whether or not, in the State’s sole discretion, the features enhance the rest of the Responder’s Proposal. If, at the State’s sole discretion, it is determined that the additional innovative concepts would enhance the rest of the Responder’s Proposal, the State may award bonus points to the Responder’s Proposal in accordance with the evaluation process of this RFP.

D. **REQUIRED STATEMENTS**

The following are required statements that must be included with your Proposal. Complete the correlating forms found in the RFP Appendix and submit them as the “Required Statements” section of your Proposal.

1. **Responder Information and Declarations**
Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. Exceptions to RFP Terms (Exceptions to Terms and Conditions Form)

The contents of this RFP and the Proposal(s) of the Successful Responder(s) will become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard State contract which give the Responder a material advantage over other Responders may result in the Responder’s Proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of the Contract. Also, Proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive Proposals and rejected from further consideration for contract award.

3. Affidavit of Noncollusion

Each Responder must complete and submit the attached “Affidavit of Noncollusion” form.

4. Trade Secret/Confidential Data Notification

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the Successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the Contract or by law.

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

a. clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “TRADE SECRET” or “CONFIDENTIAL” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;
b. fill out and submit the attached “Trade Secret/Confidential Information Notification Form”, specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;

c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minn. Stat. §13.37 and the factors discussed in Prairie Island Indian Community v. Minnesota Dept. of Public Safety, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for Proposal information; and

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

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

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

5. **Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements.**

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

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

- Responders with an annual income of under $25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.

- Responders with total annual revenue of under $750,000 should submit their most recent IRS Form 990.

- Grant applicants with total annual revenue of over $750,000 should submit their most recent certified financial audit.

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

If the responder is a county government or a multi-county human services agency that has 1.) had an audit in the last year by the State Auditor or an outside auditing firm or 2) meets the requirements of the Single Audit Act, the responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county’s financial status.

The information collected from these inquiries will be used in the State’s determination of the award of the contract. It may be shared with other persons within DHS who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization’s proposal will found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a responder's financial reliability.


For all contracts estimated to be in excess of $100,000, Responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minn. R. 5000.3600, “It is
hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency.”

7. Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached “Certification Regarding Lobbying” form.

IV. RFP PROCESS

A. RESPONDERS’ CONFERENCE

A Responders’ Conference will be held on December 14th 2012, at 2:00-4:00 PM Central Time at 444 Lafayette Road North, St. Paul, MN. 55155. The conference will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders may attend via conference call (contact the State contact for this RFP for more information about attending by conference call). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective Responders after the conference.

B. RESPONDERS’ QUESTIONS

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Standard Time on December 19th, 2012. All questions must be addressed to:

Request for Proposal Response  
Attention: Dianne Wilson  
Alcohol and Drug Abuse Division  
Department of Human Services  
540 Cedar Street  
St. Paul, MN 55101  
Phone (651) 431 - 2024  
FAX #: (651) 431-7449

Questions may also be e-mailed to dianne.c.wilson@state.mn.us.

Other personnel are NOT authorized to discuss this RFP with Responders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, with the intent that they are sent no later than December 31st 2012.

C. PROPOSAL SUBMISSION
One (1) original and seven (7) copies of the Proposal must be submitted. Proposals must be physically received (not postmarked) by 4:00 p.m. Central Standard Time on January 11th, 2013 to be considered. Late Proposals will not be considered and will be returned unopened to the submitting party. Faxed or e-mailed Proposals will not be accepted.

Clearly label the original "Proposal – Original" and each copy “Proposal – Copy”. All Proposals, including required copies, must be submitted in a single sealed package or container. Proposals should be submitted in three-ring binders or spiral bound binders with each section indexed with label tabs and pages numbered. The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder’s discretion.

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

Attention: Linda McLaughlin, Grants Assistant
Alcohol and Drug Abuse Division
Department of Human Services
444 Lafayette Road North, St. Paul, MN 55155
Phone: (651)431-2102 Fax: (651) 651-431-7449
linda.mclaughlin@state.mn.us

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

V. PROPOSAL EVALUATION AND SELECTION

A. OVERVIEW OF EVALUATION METHODOLOGY

1. All responsive Proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on “best value” as specified below, using a 150 point scale. The evaluation will be conducted in three phases:

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

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

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

1. A evaluation team will be selected to evaluate Responder Proposals.

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

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

C. EVALUATION PHASES

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

1. Phase I – Required Statements Review

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

2. Phase II - Evaluation of Technical Requirements of Proposals

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Total Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Summary</td>
<td>20</td>
</tr>
<tr>
<td>2. Description of the Applicant Agency</td>
<td>10</td>
</tr>
<tr>
<td>3. Description of Focus Population</td>
<td>10</td>
</tr>
<tr>
<td>4. Project goals and objectives</td>
<td>20</td>
</tr>
<tr>
<td>5. Project Activities and Implementation plan</td>
<td>20</td>
</tr>
<tr>
<td>6. Evaluation plan</td>
<td>20</td>
</tr>
<tr>
<td>7. Budget proposal</td>
<td>20</td>
</tr>
<tr>
<td>8. Professional Responsibility</td>
<td>10</td>
</tr>
<tr>
<td>9. Collaborative Efforts and Letters of support</td>
<td>10</td>
</tr>
<tr>
<td>10. CLAS Cultural Competence assessment</td>
<td>10</td>
</tr>
</tbody>
</table>

Total: 150

Both the Technical Requirements listed above in numbers 1-10 and all of the APPENDICES (A-I) with signature and date, comprise a completed application.

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

c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component using the criteria noted on Pages 17-18 of this RFP.

d. **Innovative Concepts (Optional).** Only after the Technical Requirements of the Proposal have been ranked, and it has been determined that the Responder’s Proposal has passed Phase II, will any innovative concepts submitted by Responder be reviewed. If a Proposal is found not to have passed Phase II, any innovative concepts submitted will not receive consideration. The amount of bonus points to be given a Proposal for innovative concepts is at the sole discretion of the State, depending on how much the State determines the ideas enhance the rest of the Proposal. The amount given, if any, will be by consensus of the evaluation team. The State is under no obligation to give a Proposal any bonus points in any situation. The maximum possible bonus points are 10.

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

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

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

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

d. The evaluation team will make its recommendation based on the above-described evaluation process. The Successful Responder(s), if any, will be selected approximately 60 days after the Proposal submission due date.

e. The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject the recommendation of the evaluation team.

D. **CONTRACT NEGOTIATIONS AND UNSUCCESSFUL RESPONDER NOTICE**

If a Responder(s) is selected, the State will notify the Successful Responder(s) in writing within two weeks of their selection and the State’s desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s). The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject any subsequent recommendation of the evaluation team.
After the State and chosen Responder(s) have successfully negotiated a contract, the State will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

VI. REQUIRED CONTRACT TERMS AND CONDITIONS

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

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

C. **Travel.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner’s Plan" promulgated by the commissioner of Minnesota Management and Budget. Currently IRS mileage rate is $0.555 per mile including maintenance. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

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

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available
remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

      The following coverages shall be included:

      Premises and Operations Bodily Injury and Property Damage
      Personal and Advertising Injury
      Blanket Contractual Liability
      Products and Completed Operations Liability
      Other; if applicable, please list_____________________.
      State of Minnesota named as an Additional Insured
c. **Commercial Automobile Liability:** Grantee is required to maintain insurance protecting the Grantee from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Grantee will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**

This policy will provide coverage for all claims the Grantee may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Grantee’s professional services required under the grant contract.

Grantee is required to carry the following **minimum** amounts:

$2,000,000 – per claim or event  
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Grantee and may not exceed $50,000 without the written approval of the State. If the Grantee desires authority from the State to have a deductible in a higher amount, the Grantee shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Grantee to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and Grantee shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Grantee discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. **Blanket Employee Theft/Employee Dishonesty Insurance.**

**Employee Theft/Employee Dishonesty** - Applicants who enter into grant contracts with the Department of Human Services are also required to purchase a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award.

This policy should:

- Be included as an addendum to the grantee’s property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy,
• Must be equal to the total amount of the first year’s grant award,

• State must be named as both a joint payee and the certificate holder

• Applicant must furnish the state with a certificate of employee theft/employee dishonesty insurance prior to signature of the grant contract.

Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

*The University of MN, counties, reservations, and school districts are exempt from the employee crime/employee dishonesty requirement

3. Additional Insurance Conditions:

• Grantee’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Grantee’s performance under this grant contract;

• If Grantee receives a cancellation notice from an insurance carrier affording coverage herein, Grantee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Grantee’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

• Grantee is responsible for payment of grant contract related insurance premiums and deductibles;

• If Grantee is self-insured, a Certificate of Self-Insurance must be attached;

• Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d. above; and

• Obtain insurance policies from an insurance company having an “AM BEST” rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and

• An Umbrella or Excess Liability insurance policy may be used to supplement the Grantee’s policy limits to satisfy the full policy limits required by the contract.

4. The State reserves the right to immediately terminate the grant contract if the Grantee is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Grantee. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

5. The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to commencing work under the grant contract.
H. Coordination of Local Programs

MN Statutes: 254A.07 states that “The county board shall coordinate all alcohol and other drug abuse services conducted by local agencies, and review all proposed agreements, contracts, plans, and programs in relation to alcohol and other drug abuse prepared by any such local agencies for funding from any local, state or federal governmental sources.” (See the Consent for the Disclosure of Preliminary award information in the Appendix for the complete Statute.)

Applicants for funding from the Alcohol & Drug Abuse Division (the State) must obtain approval from their host county board before the state can execute a contract with such entities.
CONSENT FOR THE DISCLOSURE OF PRELIMINARY AWARD INFORMATION
Alcohol and Drug Abuse Division – DHS to local County Board

A letter of approval by the County board of the County that is the main location for your program activities should be included in your application - OR - If you cannot get a letter of approval from your county board in time to include it with your application, the completed consent form below must be included with your application. (Note: If your application is successful, you will still need a letter of approval from your county board before a contract can be executed).

MN Statutes: 254A.07 COORDINATION OF LOCAL PROGRAMS.
Subdivision 1. Coordination of services and agreements. The county board shall coordinate all alcohol and other drug abuse services conducted by local agencies, and review all proposed agreements, contracts, plans, and programs in relation to alcohol and other drug abuse prepared by any such local agencies for funding from any local, state or federal governmental sources.

Subd. 2. Grants. The county boards may make grants for local agency programs for prevention, care, and treatment of alcohol and other drug abuse as developed and defined by the state authority. Grants made for programs serving the American Indian community shall take into account the guidelines established in section 254A.03, subdivision 1, clause (j). Grants may be made for the cost of these local agency programs and services whether provided directly by county boards or by other public and private agencies and organizations, both profit and nonprofit, and individuals, pursuant to contract. Nothing herein shall prevent the state authority from entering into contracts with and making grants to other state agencies for the purpose of providing specific services and programs.

With the approval of the county board, the state authority may make grants or contracts for research or demonstration projects specific to needs within that county.

Purpose of this consent: This consent shall grant the state permission to release non-public information related to a preliminary award made to entities applying for funds from the State of Minnesota. Local entities applying for funding from the Alcohol & Drug Abuse Division (the State) must obtain approval from their host county board before the state can execute a contract with such entities. This consent will allow the State of Minnesota to share preliminary award information to the entities’ host county to facilitate county board approval required under MN Statutes, 254A.07 as outlined above.

Requirements to provide requested information: You are not legally required to provide consent; however, the state will not be responsible for any delay in the execution of a grant contract with your agency due to delay in host county board approval. In addition, it is the sole responsibility of any applicant entity to secure host county board approval prior to execution of a contract with the State.

Identity of those who will receive the data: Host County Board and/or its representative.

The following entity has applied and has been offered a preliminary grant award from DHS for the following chemical health services: ☐ Treatment Support/Recovery ☐ Focus Audience

Preliminary Grant Amount: _________________________
Funding Period: _________________________________________

Name of Agency (Print) ____________________________________________
Address (Print) ___________________________________________________
City/State/Zip (Print) _____________________________________________ County: _________________________

Name of Authorized Representative (Print) __________________________
Phone Number: ______________________ Fax Number: ______________________
E-mail Address: __________________________

I authorize the Minnesota Department of Human Services (DHS), Alcohol and Drug Abuse Division to release to the ______________________ county board and/or its representative preliminary award information. Preliminary award information to be released to the host county shall be limited to information contained on this form. The purpose shall be to facilitate county board approval prior to contract execution per DHS policy and procedures and as required under MN Statutes, 254A.07. This authorization is for a period of no longer than one year from the date of my signature.
I. **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.

VII. **STATE'S RIGHTS RESERVED**

Notwithstanding anything to the contrary, the State reserves the right to:

A. Reject any and all Proposals received in response to this RFP;

B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;

C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

D. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;

E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;

F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;

H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and
I. Cancel the Request for Proposal at any time and for any reason with no cost or penalty to the State.

J. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Successful Responder, all Responders will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.

VIII. **STATE’S RESPONSIBILITIES**

The State will have the responsibilities specified below in connection with this Project:

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
APPENDENCIES
APPENDIX A

Grant Application
CRIMINAL JUSTICE
State of Minnesota – Alcohol and Drug Abuse Division

Submit signed original & seven (7) copies

PART I:

| Date Received (ADAD USE ONLY) |

| APPLICANT ORGANIZATIONAL DATA AND CERTIFICATIONS |

1. Organizational data:

| Name: |
| Address: |
| City: | State: | Zip: |
| Telephone: ( ) | Fax ( ) |
| E-mail address: |
| Board Chairperson or President: |

2. Title of Project:

3. Fund category: CRIMINAL JUSTICE

- Establishment of a new project
- Expansion of an existing project
- Continuation of an existing project for which current funding is no longer available

4. Contractor's/grantee's fiscal year:

| From: | To: |

5. Total amount requested:

| Year 1 – July 1, 2013 – June 30, 2014 | $ ___________________ |
| Year 2 – July 1, 2014 – June 30, 2015 | $ ___________________ |

6. Organizational status of applicant - The applicant organization is a:

- Unit of local government
- Tax-exempt IRS code 501 (C) (3) non-profit corporation
7. Organization/grantee's identification number (required):

Federal I.D. number (9 digits)
State tax I.D. number (7 digits)

8. Contact person:

Name:
Address:
City: State: Zip: 
Telephone: ( ) Fax ( ) 
E-mail address:

9. Organization Director/CEO/Tribal Chair:

Name:
Address:
City: State: Zip: 
Telephone: ( ) Fax ( ) 
E-mail address:

10. Financial management official:

Name:
Address:
City: State: Zip: 
Telephone: ( ) Fax ( ) 
E-mail address:

11. Mailing address for checks:

Name:
12. Attorney for applicant:

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13. Project location and contact:

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14. Geographic scope of the project:

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15. Organization size:

- How many employees does your organization currently employ within or outside of Minnesota? # ________

- Has your organization employed more than 40 full-time employees within or outside of Minnesota, on a single day during the previous 12 months? NO _____ YES _____
16. Certification of compliance with charities law:
Applicant certifies that the applicant organization is in compliance with Minnesota Charitable Solicitations Act (Minnesota Statutes 309.50-309.61), the Minnesota Charitable Trust and Trustees Act (Minnesota Statutes 501.71-501.81) and all applicable Internal Revenue Service reporting requirements.

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17. Certification of application’s correctness and non-supplantation:
I certify that the information in this application is true and correct to the best of my knowledge. Applicant further certifies that any federal funds awarded for this project will in no event supplant State, local and other non-federal funds that would in the absence of such federal funds, be made available for these programs and activities. Applicant further certifies that no federal funds awarded for this project will be expended to: (a) carry out any programs of distributing bleach for the purpose of cleansing needles for such hypodermic injection or (b) carry out any testing for the etiologic agent for acquired immune deficiency syndrome unless such testing is accompanied by appropriate pre-test and post-test counseling.

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18. Certification of non-discrimination:
Applicant certifies that the proposed project will be operated in compliance with the provisions of Minnesota Statute 363 and the following Federal Legislation: Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Civil Rights Act of 1964. I further certify that no person shall, on the basis of sex or religion, be excluded from participation in, be denied the benefits of, or be subjected to illegal discrimination under this project.

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NOTE: Section 7 of the “Indian Self-Determination and Education Assistance Act” provides for preferential employment and training of Indians in programs serving Indians.

19. Certification of compliance with the Americans with Disabilities Act:
Applicant certifies that the applicant organization is in compliance with the American Disabilities Act, 42 U.S.C. 12101, et. Seq., which guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, state and local government services, and telecommunications.

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20. Certification of compliance with the Pro-Children Act of 1994:
Applicant certifies that the applicant organization is in compliance with the Pro-Children Act of 1994, Public Law 103-227, Part C, which imposes restrictions on smoking where federally funded children’s services are provided.

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21. Certification of compliance with the Single Audit Act:
Applicant certifies that the applicant organization is in compliance with the Single Audit Act and OMB Circular A-133, as applicable, which requires contracting for a single audit when receiving $500,000 or more in total federal funds during the grant contract period.

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22. Contingency Planning. Applicant certifies that the applicant organization is in compliance with the Department of Human Services requirement for Contingency Planning which states that within 90 days of the execution of this contract, GRANTEE and any subcontractor will have a contingency plan.

   The contingency plan shall:
   (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this contract;
   (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
   (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
   (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
   (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
   (f) include a procedure for returning to normal operations; and
   (g) be available for inspection upon request.

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23. Ownership of documents:
Applicant certifies that any reports, studies, photographs, negatives, or other documents prepared by applicant in the performance of its obligations under a grant or contract shall be the exclusive property of the State and all such materials shall be remitted to the State by the applicant upon completion, termination or cancellation of a grant. Applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of applicant’s obligations under a grant without the prior written consent of the State.

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24. Voter registration requirement:
Applicant certifies that applicant will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the applicant.

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25. Information privacy protection:
Applicant (this includes Reservations) certifies that applicant will abide with the provisions of Minnesota Statutes, Chapter 13, in particular Chapter 13.46, Minnesota Medical Records Act, Minnesota Statutes § 144.355 Federal law and regulations 42 USCS 290dd-2 and CFR § 2.1 to § 2.67, and the new Federal privacy law, the Health Insurance Portability and Accountability Act (HIPAA, 45 CFR §§ 160 and 164) relative to confidentiality of records of project participants or clients.

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26. Drug – free workplace:
Applicant (this includes Reservations) certifies that applicant will comply with the 1988 Drug-Free Workplace (P.L. 100-690, Title V, Subtitle D) requiring all federal grants/contracts to certify that they will provide a drug-free workplace. The Act requires the applicant/Reservation to establish a policy to maintain a drug-free workplace and inform employees that the applicant/Reservation will maintain and post the policy.

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The remainder of this page is intentionally left blank.
27. Federal Lobbying restrictions:
Applicant certifies that applicant organization is in compliance with the Federal Lobbying Restrictions (US Code section 1352, Title 31 Certification for Contracts, Grants, Loans, and Cooperative Agreements) at all times during the duration of the grant contract.

**Federal Lobbying Certificate**

The undersigned certifies, to the best of his or her knowledge, understanding, and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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28. Intravenous drug use activities:
Applicant certifies that the applicant organization will operate in compliance with Federal Substance Abuse Prevention and Treatment Block Grant, Health and Human Services Code of Federal Regulations (CFR) Title 45, Part 96 and that activities relating to intravenous drug use pursuant to 96.126 will be carried out; [Sec. 1923(a)(b)].

1. Programs that receive funding under the grant and that treat individuals for intravenous substance abuse to provide to the State, upon reaching 90 percent of its capacity to admit individuals to the program, a notification of that fact within seven days.

2. Programs that receive funding under the grant and that treat individuals for intravenous substance abuse must ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than 1) 14 days after making the request for admission to such a program; or 2) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request. [Sec. 1923(a)(2)]
3. Any program receiving funding from the grant, for the purposes of treating injecting drug abusers, establish a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment including those receiving interim services, while awaiting admission to such treatment. For individuals who cannot be placed in comprehensive treatment within 14 days, the State shall ensure that the program provide such individuals interim services as defined in CFR 96.121 and ensure that the programs develop a mechanism for maintaining contact with the individuals awaiting admission. The States shall also ensure that the programs consult the capacity management system as provided in subsection (a) so that patients on waiting lists are admitted at the earliest possible time to a program providing such treatment within reasonable geographic area.

4. Any entity that receives funding for treatment services for intravenous drug abuse carry out activities to encourage individuals in need of such treatment to undergo such treatment. Such entities must use outreach models that are scientifically sound, or if no such models are available which are applicable to the local situation, to use an approach that reasonably can be expected to be an effective outreach method. The model shall require that outreach efforts include the following:

   a. Selecting, training and supervising outreach workers;
   
   b. Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 C.F.R. Part 2;
   
   c. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
   
   d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
   
   e. Encouraging entry into treatment. [Sec. 1923(b)]

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29. Tuberculosis services and referrals:
Applicant certifies that the applicant organization will operate in compliance with Federal Substance Abuse Prevention and Treatment Block Grant, Health and Human Services Code of Federal Regulations (CFR) Title 45, Part 96 requiring TB services and referral will be carried out pursuant to 96.127.

Any entity receiving amounts from the grant for operating a program of treatment for substance abuse must follow procedures developed by the principal agency of a State for substance abuse, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Tuberculosis Control Officer, which address how the program --

1. Will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services as defined in 96.121 to each individual receiving treatment for such abuse;

2. In the case of an individual in need of such treatment who is denied admission to the program on the basis of the lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services; and

3. Will implement infection control procedures established by the principal agency of a State for substance abuse, in cooperation with the State Department of Health/Tuberculosis Control Officer, which are designed to prevent the transmission of tuberculosis, including the following:
a. screening of patients;

b. identification of those individuals who are at high risk of becoming infected; and

c. meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 C.F.R. Part 2.

4. Will conduct case management activities to ensure that individuals receive such services. [Sec.1924(a)]

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30. Admission preference of pregnant women to treatment centers:
Applicant certifies that the proposed project will be operated in compliance with the provisions of Federal Substance Abuse Prevention and Treatment Block Grant, Health and Human Services Code of Federal Regulations (CFR) Title 45, Part 96 requiring that pregnant women are provided preference in admission to treatment centers as provided by 96.131, and are provided interim services as necessary and as required by law; [Sec. 1927(a)(b)].

Programs receiving funding for services to pregnant women and women with dependent children must also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;

2. Primary pediatric care, including immunization, for their children;

3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and

5. Sufficient case management and transportation to ensure that women and their children have access to services provided by paragraphs (e) (1) through (4).

6. All entities that serve women and who receive such funds must provide preference to pregnant women. Programs which serve an injecting drug abuse population and who receive Block Grant funds shall give preference to treatment as follows:

a. Pregnant injecting drug users;

b. Pregnant substance abusers;

c. Injecting drug users; and

d. All others.

7. In the event that a treatment facility has insufficient capacity to provide treatment services to any such pregnant woman who seeks the services from the facility, the facility must refer the woman to the State.
31. Other block grant requirements and restrictions:

Applicant certifies that applicant will comply with other Federal Block grant requirements, including treatment modality, continuing education of employees, early intervention services for HIV disease, eligibility determination, and billing and collection and restrictions on funds as provided by 45 C.F.R. 96.135: Sec 1931(a)(b).

1. Referrals of individuals will be made to the treatment modality that is most appropriate for the individuals.

2. Applicant will provide continuing education to employees and will coordinate prevention activities and treatment services with the provision of other appropriate services as provided by 96.132; [Sec. 1928(a)(b)(c)].

A. The applicant will also ensure the State that such services will be undertaken voluntarily by, and with the informed consent of, the individual, and undergoing such services will not be required as a condition of receiving treatment services for substance abuse or any other services. [Sec. 1924(c)]

3. Applicants who provide early intervention services for HIV disease to an individual must comply with 96.137 regarding payment and 96.135 regarding restrictions on expenditure of grant.

4. Applicants will make every reasonable effort, including the establishment of systems for eligibility determination, billing and collection, to:

   a. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and
   
   b. Secure from patients or clients payments for services in accordance with their ability to pay.

5. Block Grant funds may not be expended on the following activities:

   a. To provide inpatient hospital services, except as provided in subsection (c);
   
   b. To make cash payments to intended recipients of health services;
   
   c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
   
   d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
   
   e. To provide financial assistance to any entity other than a public or nonprofit private entity;
   
   f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

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These are required certifications and must be signed, dated, & submitted with the application. Appendices at the end of this application must also be signed.
A. BUDGET SUMMARY
Applicants must provide information on the sources for the “Other Sources” and “In-Kind” amounts and categories. Note: Dollar amounts should be rounded to the nearest dollar. (e.g. $1.49 or less = $1.00 and $1.50 or more = $2.00)

A.1. BUDGET SUMMARY FORM Year 2013

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<tr>
<th>CATEGORY</th>
<th>TOTAL BUDGET (B)</th>
<th>OTHER SOURCES (C)</th>
<th>IN-KIND CONTRIBUTIONS (D)</th>
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<td><strong>TOTAL DHS REQUEST</strong></td>
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**B.1. INDIRECT COST RATE:**

Indirect cost rates may be allowable if sufficient cost detail is submitted justifying the indirect cost rate. If the agency has negotiated an indirect cost rate with the federal government, submit the letter announcing the approved rate and the exhibits detailing indirect and direct costs for the agency. **Submitting the rate itself is not sufficient.** Indirect costs may also be reimbursed if no federal rate exists if the applicant submits a detailed listing of all direct and indirect costs for the most recent fiscal year. State any explanations on this page. The Alcohol & Drug Abuse Division is under no obligation to reimburse indirect costs unless approved in advance as part of the grant contract agreement.

Indirect cost rates explanation:
A.2. BUDGET SUMMARY
Applicants must provide information on the sources for the “Other Sources” and “In-Kind” amounts and categories. Note: Dollar amounts should be rounded to the nearest dollar. (e.g. $1.49 or less = $1.00 and $1.50 or more = $2.00)

### A.2. BUDGET SUMMARY FORM Year 2014

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TOTAL BUDGET (A)</th>
<th>OTHER SOURCES (B)</th>
<th>IN-KIND CONTRIBUTIONS (C)</th>
<th>REQUESTED FROM ADAD (D)</th>
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<td>Salaries</td>
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**B2. INDIRECT COST RATE:**

Indirect cost rates may be allowable if sufficient cost detail is submitted justifying the indirect cost rate. If the agency has negotiated an indirect cost rate with the federal government, submit the letter announcing the approved rate and the exhibits detailing indirect and direct costs for the agency. **Submitting the rate itself is not sufficient.** Indirect costs may also be reimbursed if no federal rate exists if the applicant submits a detailed listing of all direct and indirect costs for the most recent fiscal year. State any explanations on this page. The Alcohol & Drug Abuse Division is under no obligation to reimburse indirect costs unless approved in advance as part of the grant contract agreement.

Indirect cost rates explanation:
C. BUDGET JUSTIFICATION: The budget justification must contain a complete breakdown of budget category items. The budget justification must include the justification ONLY for that amount requested from the Alcohol & Drug Abuse Division (column E of the Budget Summary form). The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Travel reimbursement must be in accordance with State of Minnesota travel regulations. See the budget justification example in the application instructions.

C.1: BUDGET JUSTIFICATION FORM
July 1, 2013 - June 30, 2014 - Year 2013

<table>
<thead>
<tr>
<th>Category</th>
<th>Requested from ADAD</th>
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<tbody>
<tr>
<td>Salaries:</td>
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C2. BUDGET JUSTIFICATION: The budget justification must contain a complete breakdown of budget category items. The budget justification must include the justification ONLY for that amount requested from the Alcohol & Drug Abuse Division (column E of the Budget Summary form). The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Travel reimbursement must be in accordance with State of Minnesota travel regulations. See the budget justification example in the application instructions.

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</table>
D. DOCUMENTATION OF NEED FOR ADVANCE:

Federal requirement states that documentation of the need for an advance of funds be included in grant contract language. If this form is not completed, the Alcohol and Drug Abuse Division assumes that you are not requesting an advance of funding.

Applicants electing to request an advance must complete and submit the following table with their application.

<table>
<thead>
<tr>
<th>DOCUMENTATION OF NEED FOR ADVANCE</th>
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<tbody>
<tr>
<td>□ NO, we will not need an ADVANCE from our grant award.</td>
</tr>
<tr>
<td>□ YES, we request an ADVANCE from our grant award. (If YES, please provide an explanation of the need for the ADVANCE below.)</td>
</tr>
</tbody>
</table>

Explanation of need for the ADVANCE: (i.e., first year start-up costs, salary and fringe, major equipment purchase, space costs, sub-contractor fees, etc.) The explanation should state specific needs in summary form for each year of the grant contact. This entire form must not exceed one page.

Note: The maximum allowed for advance request is one-fourth of the first year’s grant award. The actual amount will be determined by the State.

Year 1:

Year 2:

Organization Name:

Name & title of official signing for organization (please print):

Signature of official: Date:
PART III. PROJECT NARRATIVE:
Multiple factors contribute to health and service disparities, including cultural and language factors, socioeconomic factors, lifestyle behaviors, social environment, and access to preventive healthcare. Improving care and service outcomes involves adopting programs that work to improve access to services, eliminate disparities, and provide high quality, culturally appropriate care as part of a continuum of services.

Transforming care will take the combined efforts of the community, human services, healthcare institutions, chemical health workers, clients, improvement organizations, and local and state partners.

The Project Narrative is designed to clearly communicate what you will accomplish and how you will do it. This section of your proposal must demonstrate a comprehensive and realistic approach to the problem(s) and issues you are addressing.

A. PROJECT ABSTRACT/EXECUTIVE SUMMARY: (1 page)

Project title: _____________________________  Project period: _____________________

Applicant organization: ____________________  Total Amount requested: ________________

1. Provide a description of the problem(s) to be addressed.

2. Provide a statement of the importance of addressing these issues.

3. Provide a summary of the project model which will address the problem(s).

4. Describe the intended target group (eligibility criteria - culture, race, age group, gender, socioeconomic status, employment status, etc), how long they will be served and how participants will be recruited.

5. Identify the desired outcome(s) for both individual consumers and the program.

F. Identify if this is a new program, expansion of an existing program, or if this is a continuation of an existing program for which funds are or will be no longer available.

B. ORGANIZATIONAL INFORMATION: (up to 2 pages)

Identify your organization’s background and experience related to this project.

Provide an organizational flow chart which depicts where staff for this program fit, who will be overseeing the project including supervision and direction of activities and outcome responsibility.

Discuss your organization’s longevity and significant accomplishments.

What major project(s) is/are currently being implemented and what is the funding source(s).

Review staff and supervisory qualifications for this project including experience and training and attach job descriptions and resumes.

Provide a statement as to why your organization is capable of designing and effectively implementing the proposed services outlined in this RFP.
C. CLAS-BASED STANDARDS CULTURAL RESPONSIVENESS ORGANIZATIONAL ASSESSMENT:

CLAS Standards Assessment (Culturally and Linguistically Appropriate Services in Health Care) has been developed by the US Department of Health and Human Services (HHS) and the Office of Minority Health (OMH). It is used as a tool to assess an organization’s cultural competence and responsiveness to diverse client service needs. “Cultural competency is based on the premise of respect for individual and cultural differences” (MedQIC). It is defined as the level of knowledge, based on skills required, to provide effective clinical care to individuals from a particular ethnic or racial group. Culturally competent care reduces service and treatment costs by improving provider-patient communication. This in turn results in a reduction of unnecessary diagnostic tests and inappropriate referrals, and ultimately increases patient satisfaction and adherence with care plans.

Please complete the following chart with respect to your organizations standing on the following:

<table>
<thead>
<tr>
<th>CLAS Based Cultural Competence questions</th>
<th>Current Organizational Activities</th>
<th>Organizational Gaps</th>
<th>Strategies to address gaps, who is responsible and time frames</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) All clients receive effective, understandable, and respectful care that is provided by all staff in a manner compatible with their cultural health beliefs and practices and preferred language.</td>
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<td>2) Organizational strategies are used to recruit, retain, and promote diversity within staff.</td>
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<td>3) Ongoing organizational education and individualized training is provided for staff in cultural and linguistically appropriate service delivery.</td>
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<td>4) Language assistance is provided to clients at no cost</td>
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<td>5) Language</td>
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<td>6)</td>
<td>Clients are provided written information in their preferred language about their right to receive language assistance services.</td>
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<td>7)</td>
<td>Identify in what situations your organization relies on family or friends of the consumer for language assistance.</td>
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<td>8)</td>
<td>Organization posts signage in the languages of your customers.</td>
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<td>9)</td>
<td>What languages are used by your organization in signage, brochures and written information?</td>
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<td>10)</td>
<td>Your organization has a strategic plan that addresses cultural responsiveness with clear goals, operational plans and management accountability &amp; oversight to ensure CLAS are developed and provided.</td>
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<td>11)</td>
<td>Your organization conducts regular assessments of CLAS activities.</td>
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<td>12)</td>
<td>Measurements of your organization’s cultural and linguistic competence is a</td>
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<td><strong>part of your standard internal audits, performance improvement programs, client satisfaction assessments and outcome based evaluations</strong></td>
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<td><strong>13) Your organization consistently collects data on individual client’s race, ethnicity, spoken and written language</strong></td>
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<td><strong>14) Your organization maintains a current demographic, cultural and epidemiological profile of the community in which you serve</strong></td>
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<td><strong>15) You conduct needs assessments to plan for and implement services that respond to the characteristics of your geographic service area</strong></td>
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<td><strong>16) Your grievance resolution process is capable of identifying, preventing and resolving cross-cultural conflicts or client complaints</strong></td>
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<td><strong>17) Your organization regularly makes available public information about your progress and successful innovations in implementing CLAS Standards</strong></td>
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</table>
D. PROJECT DESCRIPTION:

1. Describe the project’s selected target group (eligibility criteria: race, ethnicity, socioeconomic status, gender, age group, employment status, level of addiction, etc). Identify how many will be served by this project including for what time frame, and identify where referrals will come from.

2. Identify what services are currently available to this population that address issues of chemical abuse/dependence, the target groups ability to access to treatment and/or recovery maintenance as part of the continuum of care.

3. Identify what gaps in service exist for this population and provide rational.

4. Identify one or more Individual Goals and one or more Programmatic Goals (the opposite of the problems) for this proposed project which will remediate the identified issues and address the described gaps.

5. Identify program strategies (activities/Objectives and tasks that are specific, including time frames/deadlines, and who will be responsible) that support achievement of the selected Goal(s). Discuss the service frequency, intensity, where services will be delivered, and how. (Note: include the gaps and strategies from the CLAS chart, as appropriate). Identify the intended length of a customer’s participation in the program including successful and non-successful discharge criteria and what, if any, service transitions will be a part of this project.

6. Explain the rationale behind your proposed service model including research that designates the model to be a best or promising practice, historical knowledge and findings pertinent to the population’s ability to benefit from this model and how the model will support the population’s achieving or maintaining sobriety. The basis of the model should include culturally held individual and community based values, beliefs and practice which supports wellness and sobriety for this population and the community.

7. If this project is funded, what enhanced target population outcomes, both short and long-term will occur and why?

8. Identify if there are any other funds which are available to support this service (i.e. Rule 25, Rule 31, Minnesota Care, Insurance, AM, PMAP, CTSS, ARMHS etc), and/or how this program will build on existing resources to build the continuum of care.

9. Identify your plan to sustain grant supported services (if appropriate) at the end of the grant period.
E. COLLABORATIVE EFFORTS

<p>| Table E1: List any Current Collaboration efforts pertinent to this program proposal |
| (Insert additional rows as needed) |</p>
<table>
<thead>
<tr>
<th>(A.) Name of Agency</th>
<th>(B.) Description of Current Collaboration</th>
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<p>| Table E2: Proposed Collaboration with other support including Chemical Health recovery efforts |
| (Insert additional rows as needed) |</p>
<table>
<thead>
<tr>
<th>(A.) Name of Agency</th>
<th>(B.) Description of Proposed Collaboration</th>
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F. EVALUATION PLAN

Process evaluation is done for the purpose of documenting program implementation and is usually done to document if a program is being implemented as planned. Outcome evaluation is done for the purpose of assessing the changes that are expected for the individuals, organizations and/or tribes/communities involved. Evaluation includes monitoring process and outcomes in order to sustain effective programs/activities and improve or replace those that fail. The program’s goals are the expected results for your program. The outcomes are the actual results for your program.
Ten percent (10%) of total program costs requested from DHS must be allocated for Evaluation. While program staff may collect evaluation data, an outside evaluator must be hired to oversee the data collection, analyze the data and write a yearly program evaluation report which includes suggestions for improvement.

Each applicant must complete and submit the following information related to Process and Outcome Evaluation.

1. General:

Table F.1.a

<table>
<thead>
<tr>
<th>Name of outside evaluator:</th>
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<tbody>
<tr>
<td>Name of outside evaluation organization:</td>
</tr>
<tr>
<td>Describe the qualifications of the person named above to do the work:</td>
</tr>
</tbody>
</table>

If the outside evaluator has not been decided upon, the person authorized to sign for this program must complete the following agreement:

**Agreement to hire an outside Evaluator within 30 days of start of the grant:**
If selected for funding the applicant agrees to hire an outside evaluator and provide the person’s name, organization’s name and qualification to handle the evaluation of this program to the Chemical Health Division within 14 days of the start of the grant contract.

Table F.1.b

<table>
<thead>
<tr>
<th>Signature of authorized official:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Name (typed):</td>
<td>Title (typed):</td>
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</tbody>
</table>

G. **WORK PLAN**

The work plan is the documentation of your goals, objectives and tasks. This format will be used for evaluation purposes and includes State agreed upon goals, objectives and measurable tasks. Format presented in this application can facilitate the work plan development by including: Goal 1: objective 1 and tasks, dates and who is responsible objective 2 and tasks, dates and who is responsible; Goal 2: objective 1, 2, 3, tasks, dates and who is responsible, etc. Please specify the intended program and individual goals and objectives, including milestones and timeframes.

Quarterly program reports for Quarters 1, 2, and 3, and a year-end program report must be provided to the Alcohol and Drug Abuse Division for monitoring purposes. A formal process and outcome evaluation report must be submitted annually as part of the year-end program report to the MN Department of Human services, Alcohol and Drug Abuse Division. Process evaluation is done for the purpose of documenting program implementation and is usually done to document if a program is being implemented as planned.

**PART IV. PROJECT MANAGEMENT AND FISCAL RESPONSIBILITY**

Applicants **MUST** submit the following information with their application: (see instructions for details)

B. A description of project personnel, including current resumes and job descriptions.
C. A description of the organization’s financial record keeping system. List the type of accounting system used, (e.g. modified accrual), list software used in accounting process, state who compiles expenses, who verifies expenses, and what the procurement policies are.

D. A current financial statement.

E. A copy of an independent audit conducted within the last year.

F. A statement of documentation of cash reserves to carry you through shortages or delays in receipt of revenue.

G. Status of any required licenses and permits.

H. Identification of any pending major accusations within the past six years filed by professional and/or state or federal licensing/regulatory organizations against your organization or employees related to the provision of services.

I. Identification of any pending litigation and/or any litigation resolved within the past two years that relates to the provision of services by your organization or employees.

J. Identification of any professional awards or recognition of excellence.

K. Policies on client confidentiality and procedures to protect clients’ rights.

L. In accordance with Minnesota Statutes, Section 254 A.07, organizations must provide evidence that they have provided their host county board, or its representative, with a copy of their proposal for review. State of Minnesota grant contract awards are made upon receiving host county approval. If awarded a grant contract, the organization’s must provide evidence they have obtained host county approval prior to execution of a grant contract. If the host county denies approval for the grant contract, the State of Minnesota reserves the right to withdraw the award.

Note: Programs serving primarily American Indian clients must comply with Minnesota Statutes, Section 254 A.07, and Section 254 A.03. These programs are required to submit evidence with their application that they have provided their host county board with a copy of their proposal for their review.

PART V. ASSURANCES - TECHNICAL REQUIREMENTS FOR ALCOHOL AND DIVISION FUNDING

The Alcohol and Drug Abuse Division Grant Application contains references to a number of requirements and assurances. Some of these are required by Minnesota Law. Others are required by Department of Human Service policy. Special provisions of Federal Law or Regulations apply when the source of funding for your project is federal dollars.

The State will reserve the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

NOTE: The Human Rights Compliance/Affirmative Action requirement, item E, should be submitted with the application. The Employee Theft/Employee Dishonesty, all Liability Insurance, and Workers’ Compensation, must be in effect when the grant contract is signed.

A. Human Rights Compliance-Affirmative Action Policy - Under the Minnesota Human Rights Act, Minnesota Statute 363.073, businesses having had more than 40 full-time employees, within or outside the State of Minnesota, on a single working day during the previous 12 months must have submitted an affirmative action plan to the Department of Human Rights prior to the closing date set in the RFP or amendment (whichever is later) on any proposal that is in excess of $100,000. The business must have a Certificate of Compliance from the Minnesota Department of Human Rights prior to the execution of the contract or agreement. In all cases the State reserves the right to contract with the next acceptable proposal source, if the business does not have a Certificate
To facilitate review, provide one of the following:

a. A copy of your current certificate of compliance from the Minnesota Department of Human Rights.

   (or)

b. A letter or affidavit certifying that your business has submitted an affirmative action plan to the
   Commissioner of Human Rights. Your business must have a certificate of compliance before a contract
   can be executed. In all cases the State reserves the right to contract with the next acceptable applicant, if
   your business does not have a certificate of compliance from the Minnesota Department of Human Rights
   by the award date.

   (or)

c. A letter or affidavit certifying that your business has not had more than 40 full-time employees, within or
   outside the State of Minnesota, on a single working day during the previous 12 months.

   i. How many employees does your organization currently employ within or outside of Minnesota?
   ii. Has your organization employed more than 40 full-time employees within or outside of Minnesota, on
       a single day during the previous 12 months? NO______ YES______

       If your answer is YES to item ii above, then you must comply with the Human Rights Compliance -
       Affirmative Action Policy requirement refer to the Affirmative Action Data Page –Appendix E.

*Note:* The pre-printed application form contains a certification statement which must be read and signed by
the authorized officers of the applicant organization when submitting proposals for funding. Counties,
school districts, municipalities, universities, and reservations do not need to submit this certification.
APPENDIX B – RESPONDER INFORMATION / DECLARATIONS

RESPONDER INFORMATION

Responder Name:
Website:
Address:

Telephone Number:

CONTACT INFORMATION

Contact Name:
Title:
Telephone Number:
Fax Number:
E-mail:

Name(s) of individuals involved with the preparation of this Proposal (to assist in determining potential conflict of interest):

The above-named Responder submits the attached Proposal in response to the following Minnesota Department of Human Services Request for Proposals (state which RFP you are responding to):

“CRIMINAL JUSTICE AND SUBSTANCE ABUSING/DEPENDENT POPULATION RFP”

By submission of this Proposal, Responder warrants that:

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. Responder understands that 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.

2. It is competent to provide all the services set forth in its Proposal.

3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed, and are legally authorized to bind the organization to those decisions.

4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, Responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.

5. 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. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration’s Materials Management Division (“MMD”) which will include a description of the action which Responder 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.

6. No attempt has been made or will be made by Responder to induce any other person or firm to submit or not to submit a Proposal.

7. Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.

8. If there is a reasonable expectation that the Responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, Responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and Comptroller General of the United States.

9. If, at any time after a Proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, Responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _________________________________________________________________

Printed Name: _______________________________________________________________________

Title: ______________________________________________________________________________

Date:__________________________ Telephone Number:______________________________________
APPENDIX C
EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State terms and conditions (including those found in the attached sample contract, if any. Reference the actual number of the State's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

<table>
<thead>
<tr>
<th>Responder Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term &amp; Condition Number/Provision</td>
</tr>
</tbody>
</table>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
APPENDIX D
TRADE SECRET / CONFIDENTIAL DATA NOTICE

Responder/Company Name: _____________________________________________

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (list pages -- If no protected information has been submitted, state “NONE”):

__________________________________________________________________________________

The justification for the Trade Secret/Confidential data designation is (be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, subd. 1(b). Add additional pages if necessary):

_____________________________________________________________________________________

The Responder acknowledges that, in accordance with Minn. Stat. §§ 13.591 and 16C.06, Subd. 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the STATE and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic “trade secret information.”

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached Proposal at the time the Proposal was submitted with the words “TRADE SECRET” or “CONFIDENTIAL” in capitalized, underlined and bolded type that is at least 20 pt. Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the STATE, its agents and employees, from any judgments awarded against the STATE in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives the STATE’s award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the STATE.

Responder acknowledges that the STATE is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the STATE for a minimum of one year after the award of a contract, and may be kept for much longer.

**Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.**

The Responder acknowledges that the STATE reserves the right to reject Responder’s claim of trade secret/confidential data if the STATE determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the Proposal will become public; only the protected information will be removed and remain nonpublic.

________________________________ ____________________________ ___________
Signature     Title   Date

* Whether or not protected information is provided, the Responder must sign and date this form and submit it with the “Required Statements”.*
APPENDIX E - AFFIRMATIVE ACTION DATA PAGE

If your response to this solicitation is in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to execution of the contract.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of your certificate with your response.

☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on ________________ (date). [If the date is the same as the response due date, indicate the time your plan was received: __________ (time)]. Proceed to Box C.

☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A Check below.

☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contract. Contractors are alerted to these requirements by the federal government.)

Name of Company:_____________________________________
Date:_________________________________ Telephone number:____________________________
Authorized Signature:__________________________________
Printed Name and Title of Signatory:_________________________________________________

For assistance with this Affirmative Action form, contact:
Minnesota Department of Human Rights, Compliance Services Section
Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Website: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net
APPENDIX F

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached Proposal submitted in response to the ______________________ _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the Proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: ___________________________________________

Authorized Signature: _____________________________________________

Date: __________________

Subscribed and sworn to me this _______ day of __________

____________________________________________
Notary Public

My commission expires: ______________
APPENDIX G

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

________________________________________
Organization Name

________________________________________
Name and Title of Official Signing for Organization

By: _________________________________
    Signature of Official

________________________________________
Date

[~End of Application ~]
APPENDIX H
SAMPLE CONTRACT

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES GRANT CONTRACT

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services ____________ Division (hereinafter STATE) and _____________ , an independent grantee, not an employee of the State of Minnesota, address ___________________ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes _______ is empowered to enter into contracts for the following services: ___________________________ ,and

WHEREAS STATE is in need of the following services: ___________________________, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

XX. GRANTEE’S DUTIES. (Attach additional page if necessary which is incorporated by reference and made a part of this contract.) GRANTEE shall:

II. CONSIDERATION AND TERMS OF PAYMENT.

XXI. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

XXII. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the Agreement as Attachment A: ____________________________

XXIII. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE’S performance of this grant contract shall be no greater amount than provided in the current Commissioner’s Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed ___________dollars ($___________).

XXIV. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.
B. Terms of Payment

***FOR ONE YEAR GRANTS USE:

1. Reimbursement shall be one initial cash advance of __________ (equal to one calendar month or calendar quarter) followed by monthly/quarterly (choose one) cost reimbursement based on the previous month’s/quarter’s (choose one) expenses as documented by receipts, invoices, travel vouchers, and time sheets.

XXV. Please document the need for the Advance given to the GRANTEE:

________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

XXVI. Payments shall be made by the STATE promptly after GRANTEE’S presentation of invoices for services performed and acceptance of such services by the STATE’S authorized agent pursuant to Clause VII. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

4. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title ______ of the __________ Act of __________________________ (Public law __________________________ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. __________. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

*** FOR TWO YEAR GRANTS USE:

1. Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly (choose one) cost reimbursement based on the previous month’s/quarter’s (choose one) expenses as documented by receipts, invoices, travel vouchers, and time sheets. Funds will be reconciled at the end of the State fiscal year (June 30, ____ ). If actual expenditures of the GRANTEE are less than provided in the cash advance and any subsequent payments, the GRANTEE shall remit excess funds to the STATE no later than July 31, ____ .

The STATE shall issue a second cash advance of _____ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant’s term, the STATE shall reduce the final payment so as not to exceed expenditures.

2. Please document the need for the Advance given to the GRANTEE:

________________________________________________________________
________________________________________________________________
________________________________________________________________
3. Payments shall be made by the STATE promptly after GRANTEE’S presentation of invoices for services performed and acceptance of such services by the STATE’S authorized agent pursuant to Clause VII. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

4. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title __________ of the Act of __________ (Public law __________ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. __________. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE’S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

V. TERMS OF CONTRACT. This grant shall be effective on __________, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through _________________, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE’s Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: X. Indemnification; XI. State Audits; XII. Information Privacy and Security; XIII. Intellectual Property Rights; XIV. Publicity; and XX. Jurisdiction and Venue.

VI. CANCELLATION.

A. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a
material term of the grant contract, or when GRANTEE’S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

XXVII. **Insufficient Funds.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE’s receiving that notice.

XXVIII. **Breach.** Notwithstanding clause VI.A., upon STATE’s knowledge of a curable material breach of the contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this contract and STATE may cancel the contract immediately thereafter. If GRANTEE has breached a material term of this contract and cure is not possible, STATE may immediately terminate this contract.

XXIX. **AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.**

XXX. **State.** The STATE’S authorized representative for the purposes of administration of this grant contract is ____________ or his/her successor. Such representative shall have final authority for acceptance of GRANTEE’S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

B. **Grantee.** The GRANTEE’S Authorized Representative is ______________ or his/her successor. If the GRANTEE’S Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify the STATE.

C. **Information Privacy and Security.** (If applicable) GRANTEE’s responsible authority for the purposes of complying with data privacy and security for this contract is ____________ or his/her successor.

XXXI. **ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

IX. **AMENDMENTS.** Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

X. **INDEMNIFICATION.** In the performance of this grant contract by GRANTEE, or GRANTEE’S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the STATE, to the extent caused by GRANTEE’S:
1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.

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

XI. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

(Choose one of two options)

(Option #1 – No protected information is shared with the Grantee)

XXXII. **INFORMATION PRIVACY AND SECURITY**

It is expressly agreed that the GRANTEE will not be handling private data collected by STATE and is therefore not a member of or included within the “welfare system” for purposes of the Minnesota Government Data Practices Act (hereinafter “Data Practices Act,” Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that GRANTEE will not be handling “protected health information” collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). GRANTEE is not a “business associate” of STATE, as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 CFR §160.103 as a result of or in connection with this contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this contract, GRANTEE will be responsible for its own compliance.

OR Option #2 (Protected information is or may be shared with the Grantee)

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

XXXIII. **Information Covered by this Provision.** In carrying out its duties, GRANTEE 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:

XXXIV. 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. §13.384), 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]);

€ 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

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.

XXXV.  Duties Relating to Protection of Information.

XXXVI.  Duty to ensure proper handling of information.  GRANTEE shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE.  This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph XII.1.

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

Information Requests.  Unless provided for otherwise in this Agreement, if GRANTEE receives a request to release the information referred to in this Clause, GRANTEE must immediately notify STATE. STATE will give GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

XXXVII.  GRANTEE’s Use of Information.  GRANTEE shall:

XXXVIII.  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.

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.

XXXIX. State’s Duties. STATE shall:

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

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

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

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

XLI. Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, GRANTEE 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 VII.A is required. GRANTEE will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if GRANTEE is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, GRANTEE 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 GRANTEE 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/Ifserver/Legacy/DHS-4683-ENG.

XLII. Sanctions. In addition to acknowledging and accepting the terms set forth in X Indemnification 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.

(Add the next paragraph {paragraph 7} if the Grantee will use protected health information” {PHI} to perform a health care-related administrative function{s} on behalf of DHS {and is therefore a Business Associate of DHS})

XLIII. Additional Business Associate Duties. To the extent GRANTEE handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a “Business Associate” of STATE, as that term is defined in HIPPA, GRANTEE shall also:

XLIV. Make available protected health information in accordance with 45 CFR §164.524.

(b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.

€ Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.

(d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.

€ Document such disclosures of protected health information 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 CFR §164.528.

(f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

XLV. Intellectual Property Rights.

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

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this contract. To the extent possible, those Works
eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this contract, the GRANTEE will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’S ownership interest in the Works and Documents created and paid for under this contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE’S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE’S or the STATE’S opinion is likely to arise, the GRANTEE must, at the STATE’S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

XIV. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State’s Authorized Representative.

XV. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of $100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes section 363A.36 (2003). If
GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:
A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes section 363A.02 GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule 5000.3550

C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE’s obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE’s noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

XVI. WORKERS’ COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The GRANTEE’S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE’S obligation or responsibility.
XVII. **VOTER REGISTRATION REQUIREMENT.** GRANTEE certifies that it will comply with Minnesota Statutes, Section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

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

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

**DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**
GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE’S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE’S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**
Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE’S certification is a material representation upon which the grant contract award was based.

XLVI. **JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XXI. **WAIVER.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or the STATE’s right to enforce it.

XLVII. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this contract, whether written or oral may be used to bind either party.

**XXIII OTHER PROVISIONS.**
1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the grant contract.

2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.

3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant.

4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

5. **Payment to Subcontractors** (If applicable) As required by Minn. Stat. §16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within 10 calendar days of the prime GRANTEE’s receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
Principles

1. **Drug addiction is a brain disease that affects behavior.**
   Drug addiction has well-recognized cognitive, behavioral, and physiological characteristics that contribute to continued use of drugs despite the harmful consequences. Scientists have also found that chronic drug abuse alters the brain’s anatomy and chemistry and that these changes can last for months or years after the individual has stopped using drugs. This transformation may help explain why addicted persons are at a high risk of relapse to drug abuse even after long periods of abstinence and why they persist in seeking drugs despite the consequences.

2. **Recovery from drug addiction requires effective treatment, followed by management of the problem over time.**
   Drug addiction is a serious problem that can be treated and managed throughout its course. Effective drug abuse treatment engages participants in a therapeutic process, retains them in treatment for an appropriate length of time, and helps them learn to maintain abstinence. Multiple episodes of treatment may be required. Outcomes for drug abusing offenders in the community can be improved by monitoring drug use and by encouraging continued participation in treatment.

3. **Treatment must last long enough to produce stable behavioral changes.**
   In treatment, the drug abuser is taught to break old patterns of thinking and behaving and to learn new skills for avoiding drug use and criminal behavior. Individuals with severe drug problems and co-occurring disorders typically need longer treatment (e.g., a minimum of 3 months) and more comprehensive services. Early in treatment, the drug abuser begins a therapeutic process of change. In later stages, he or she addresses other problems related to drug abuse and learns how to manage them as well.

4. **Assessment is the first step in treatment.**
   A history of drug or alcohol use may suggest the need to conduct a comprehensive assessment to determine the nature and extent of an individual’s drug problems, establish whether problems exist in other areas that may affect recovery, and enable the formulation of an appropriate treatment plan. Personality disorders and other mental health problems are prevalent in offender populations; therefore, comprehensive assessments should include mental health evaluations with treatment planning for these problems.

5. **Tailoring services to fit the needs of the individual is an important part of effective drug abuse treatment for criminal justice populations.**
   Individuals differ in terms of age, gender, ethnicity and culture, problem severity, recovery stage, and level of supervision needed. Individuals also respond differently to different treatment approaches and treatment providers. In general, drug treatment should address issues of motivation, problem-solving, and skill-building for resisting drug use and criminal behavior. Lessons aimed at supplanting drug use and criminal activities with constructive activities and at understanding the consequences of one’s behavior are also important to include. Tailored treatment interventions can facilitate the development of healthy interpersonal relationships and improve the participant’s ability to interact with family, peers, and others in the community.

6. **Drug use during treatment should be carefully monitored.**
   Individuals trying to recover from drug addiction may experience a relapse, or return to drug use. Triggers for drug relapse are varied; common ones include mental stress and associations with peers and social situations linked to drug use. An undetected relapse can progress to serious drug abuse, but detected use can present opportunities for therapeutic intervention. Monitoring drug use through urinalysis or other objective methods, as part of treatment or criminal justice supervision, provides a basis for assessing and providing feedback on the participant’s treatment progress. It also provides
opportunities to intervene to change unconstructive behavior—determining rewards and sanctions to facilitate change, and modifying treatment plans according to progress.

7. **Treatment should target factors that are associated with criminal behavior.**
   “Criminal thinking” is a combination of attitudes and beliefs that support a criminal lifestyle and criminal behavior, such as feeling entitled to have things one’s own way, feeling that one’s criminal behavior is justified, failing to accept responsibility for one’s actions, and consistently failing to anticipate or appreciate the consequences of one’s behavior. This pattern of thinking often contributes to drug use and criminal behavior. Treatment that provides specific cognitive skills training to help individuals recognize errors in judgment that lead to drug abuse and criminal behavior may improve outcomes.

8. **Criminal justice supervision should incorporate treatment planning for drug abusing offenders, and treatment providers should be aware of correctional supervision requirements.**
   The coordination of drug abuse treatment with correctional planning can encourage participation in drug abuse treatment and can help treatment providers incorporate correctional requirements as treatment goals. Treatment providers should collaborate with criminal justice staff to evaluate each individual’s treatment plan and ensure that it meets correctional supervision requirements, as well as that person’s changing needs, which may include housing and child care; medical, psychiatric, and social support services; and vocational and employment assistance. For offenders with drug abuse problems, planning should incorporate the transition to community-based treatment and links to appropriate post-release services to improve the success of drug treatment and re-entry. Abstinence requirements may necessitate a rapid clinical response, such as more counseling, targeted intervention, or increased medication, to prevent relapse. Ongoing coordination between treatment providers and courts or parole and probation officers is important in addressing the complex needs of these re-entering individuals.

9. **Continuity of care is essential for drug abusers re-entering the community.**
   Offenders who complete prison-based treatment and continue with treatment in the community have the best outcomes. Continuing drug abuse treatment helps the recently released offender deal with problems that become relevant after release, such as learning to handle situations that could lead to relapse, learning how to live drug-free in the community, and developing a drug-free peer support network. Treatment in prison or jail can begin a process of therapeutic change, resulting in reduced drug use and criminal behavior post-incarceration. Continuing drug treatment in the community is essential to sustaining these gains.

10. **A balance of rewards and sanctions encourages pro-social behavior and treatment participation.**
    When providing correctional supervision of individuals participating in drug abuse treatment, it is important to reinforce positive behavior. Nonmonetary “social reinforcers,” such as recognition for progress or sincere effort, can be effective, as can graduated sanctions that are consistent, predictable, and clear responses to noncompliant behavior. Generally, less punitive responses are used for early and less serious noncompliance, with increasingly severe sanctions issuing from continued problem behavior. Rewards and sanctions are most likely to have the desired effect when they are perceived as fair and when they swiftly follow the targeted behavior.

11. **Offenders with co-occurring drug abuse and mental health problems often require an integrated treatment approach.**
    High rates of mental health problems are found both in offender populations and in those with substance abuse problems. Drug abuse treatment can sometimes address depression, anxiety, and other mental health problems. Personality, cognitive, and other serious mental disorders can be difficult to treat and may disrupt drug treatment. The presence of co-occurring disorders may require an integrated approach that combines drug abuse treatment with psychiatric treatment, including the use of medication. Individuals with either a substance abuse or mental health problem should be assessed for the presence of the other.

12. **Medications are an important part of treatment for many drug abusing offenders.**
    Medicines such as methadone, buprenorphine, and extended-release naltrexone have been shown to
reduce heroin use and should be made available to individuals who could benefit from them. Effective use of medications can also be instrumental in enabling people with co-occurring mental health problems to function successfully in society. Behavioral strategies can increase adherence to medication regimens.

13. **Treatment planning for drug abusing offenders who are living in or re-entering the community should include strategies to prevent and treat serious, chronic medical conditions, such as HIV/AIDS, hepatitis B and C, and tuberculosis.**

The rates of infectious diseases, such as hepatitis, tuberculosis, and HIV/AIDS, are higher in drug abusers, incarcerated offenders, and offenders under community supervision than in the general population. Infectious diseases affect not just the offender, but also the criminal justice system and the wider community. Consistent with Federal and State laws, drug-involved offenders should be offered testing for infectious diseases and receive counseling on their health status and on ways to modify risk behaviors. Probation and parole officers who monitor offenders with serious medical conditions should link them with appropriate health care services, encourage compliance with medical treatment, and re-establish their eligibility for public health services (e.g., Medicaid, county health departments) before release from prison or jail.