Minnesota Board on Aging
Request for Proposals to Provide Services, Education, and/or Resources for Persons with Dementia and their Caregivers

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Minnesota’s Commitment to Diversity and Inclusion:

It is State of Minnesota policy to ensure equity, diversity and inclusion in making competitive grant awards. See Executive Order 19.01

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. See OGM Policy 08-02

Americans with Disabilities Act (ADA) Statement:
This information is available in accessible formats for people with disabilities by calling 651-431-3612 or by using your preferred relay service. For other information on disability rights and protections, contact your agency’s Americans with Disabilities Act (ADA) coordinator.
1. INTRODUCTION

1.1 Objective of RFP
The Minnesota Board on Aging (MBA, or STATE), is seeking Proposals from qualified Responders for regional and local projects to increase awareness of Alzheimer’s disease, promote the benefits of early identification, increase the rate of cognitive testing, or connect individuals caregiving for persons with dementia to education and resources.

Statewide proposals are not eligible. The term of any resulting contract is anticipated to be twelve (12) months, from July 1, 2023 to June 30, 2024. The maximum grant award is one hundred and fifty thousand dollars ($150,000).

Qualified Responders for regional and local grants may include, but are not limited to, community health boards, school districts, colleges and universities, tribal nations, nonprofit organizations, community clinics, and other health care organizations. Organizations previously awarded a regional and local dementia grant are eligible to reapply for a new project or program enhancement.

1.2 Proposal due Date
Proposals must be submitted by 4:00 p.m. Central Time on May 12, 2023. This request for Proposal (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 Responder.

1.3 Background
In 2015, the Minnesota Legislature amended Minnesota Statutes §256.975.¹ The legislation created a competitive grants program administered by the Minnesota Board on Aging (MBA) that focuses on dementia and its impacts on persons with dementia, family, friends, and neighbors who are caregiving, and communities.

Population
According to the 2022 Alzheimer’s Disease Facts and Figures² report, approximately 171,000 Minnesotans provide over 156 million hours of unpaid care to family, friends and neighbors with Alzheimer’s or other dementias. An estimated 99,000 Minnesotans over the age of 65 have Alzheimer’s disease. This number is projected to increase to 120,000 by 2025. Alzheimer’s Disease and Other related Dementias (ADRD) can create emotional, social and even physical challenges for family, friends and neighbors caregiving. ADRD can impact caregivers’ finances, living situation, mental and physical well-being. Family, friends, and neighbors who are caregivers for a person with ADRD can face fatigue, anxiety, depression, social withdrawal, and health problems at a higher rate than caregivers of people without dementia. Family, friends, and neighbors who are caregivers may need education, counseling, and support to continue their caregiving role.

¹ https://www.revisor.mn.gov/statutes/?id=256.975
Individuals with Alzheimer’s disease and other related dementias living in the community are more likely to rely on multiple caregivers, often family members. A small percentage of individuals with ADRD do not receive help from a caregiver, with nearly half of these individuals living alone. Living alone with ADRD may be a particular challenge for LGBTQ+ individuals who may experience greater isolation.

While most people in the United States living with ADRD are non-Hispanic whites; older African-Americans and Hispanics are disproportionately more likely than older whites to have ADRD. When compared to older whites, a majority of studies indicate that older African Americans are about twice as likely to have ADRD, and older Hispanics are about one and half times as likely as whites to have ADRD. Medicare data show that African-Americans are less likely than whites to be diagnosed, given the estimated prevalence rates in the United States. Socioeconomic characteristics, including lower levels and quality of education, higher rates of poverty, and greater exposure to adversity and discrimination may also increase risk in African-American and Hispanic communities.

These are examples of just a few ethnic and cultural groups that experience the greatest health inequities based on social and economic determinants. This does not preclude giving consideration to the diversity of populations in Minnesota whose ethnic, cultural, language (including American Sign Language), social status, sexual orientation, gender identity, residential status, or other factors might indicate that specialized services will aid the population(s) in reaching their full health potential. The State of Minnesota is committed to promoting health equity so that all Minnesotans have the opportunity to realize their highest health potential.

The Minnesota Board on Aging is committed to helping every older Minnesotan age well and live well. To achieve this goal, MBA will work to eliminate the institutional barriers and social inequities that keep some older Minnesotans from thriving. MBA and the State are working towards a Minnesota where every older resident feels safe, secure, valued and respected.

**Best Practices**

In 2009, the Minnesota Legislature directed the Minnesota Board on Aging to establish the Alzheimer’s Disease Working Group (ADWG) to study and make recommendations for policy changes related to Alzheimer’s disease. The ADWG delivered its initial recommendations to the Legislature in January 2011. In 2017, the Minnesota Legislature charged the ADWG with reviewing and revising the 2011 report, resulting in the 2019 Alzheimer’s Disease Working Group Legislative Report.

Since the 2011 report, ACT on Alzheimer’s has concluded its work but other organizations are continuing. As one of ACT’s five priority goals, equipping communities to be “dementia capable” to support residents who are touched by Alzheimer’s disease, more than fifty Action Communities have used the Dementia Friendly Communities Toolkit to create a supportive environment for people living with Alzheimer’s and their families. These communities do this with the support of Minnesota’s Area Agencies on Aging (AAAs) and the Alzheimer’s Association. At the heart of ACT is a resolve to help communities create a supportive environment for people living with ADRD and their family, friends, and neighbors who are caregiving so that they can live fully and thrive in the community. There is shared interest across numerous Minnesota communities, including rural communities, urban neighborhoods, faith-based congregations, and ethnic and cultural groups, to fully integrate Alzheimer’s resources to foster improved detection, quality care, support, and
In response to evidence that clinicians do not have adequate guidance or training for detecting and managing Alzheimer’s disease, ACT participants developed a consensus-based, best-practice educational curricula and clinical practice tools for dementia detection, diagnosis, and care designed for diverse audiences ranging from primary care physicians, community-based providers, care coordinators, and persons with dementia and their care partners. These provider practice tools have been adopted in four health systems and can be accessed at https://www.actonalz.org/medical-providers. Nine health care systems and over 200 physicians and advance practice professionals participated in “Dementia Care Made Easy: Tools For Your Practice” presented by experts in the field. A parallel training is also provided for Health Care Homes (HCH) care coordinators and Core Home and Community Based Service (HCBS) providers who provide care consultation and support services. The tools have been infused with a health equity lens and offer options to aid providers in being culturally responsive.

The State, Senior LinkAge Line, AAAs, and ACT have created and promoted tools proven to help people with memory concerns maintain high functioning and quality of life, as well as help friends and families who are caregiving maintain their own health while supporting the individual with memory concerns.

2. SCOPE OF WORK
2.1 Overview
This RFP provides background information and describes the services desired by the STATE. It describes the requirements for this proposal 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.

Responders shall choose a funding amount in their proposal and detail all expenses as instructed in Section 3 “Proposal Requirements” of this RFP. Projects with estimated budgets less than fifty thousand dollars ($50,000) do not require matching funds. Projects with estimated budgets between fifty thousand dollars ($50,000) and one hundred and fifty thousand dollars ($150,000) require a twenty five percent (25%) funding match of the program/project total. The maximum grant award per project is one hundred and fifty thousand dollars ($150,000).

All projects must perform work within one or more of the categories listed in the following section.

Project Focus Categories (choose one or more)

Eligible projects for this funding will fall under the following four categories:
1. Increase Awareness – Programs or projects that increase the public’s awareness of Alzheimer’s disease and other dementias.
2. Promote Early Identification – Programs or projects that use culturally appropriate screening tools to facilitate and increase referrals to healthcare professionals for cognitive assessment testing.
3. Increase Cognitive Testing – Programs or projects that increase the rate of cognitive testing, promote cross-referral, and integrate a communication protocol between the partnering entities.

https://www.actonalz.org/medical-providers Additional tools around provider cultural competence and dementia education are also available at this site.
4. **Connect Family, Friends, and Neighbors Caregiving** – Programs or projects that connect family, friends, and neighbors who are caregiving for persons with Alzheimer’s disease and other related dementias to services, education, and resources.

Responders may choose more than one category dependent upon their approach. See below for additional information on each category, along with example programs and projects.

**Category 1 – Increase Awareness**

Projects in this category are intended to increase the public’s awareness of Alzheimer’s Disease and Other Dementias (ADRD). ADRD has significant social and economic impacts on communities, therefore increasing the awareness of ADRD as a public health crisis is vital.

Many communities lack awareness and understanding of ADRD which can result in stigmatization of the condition. A lack of understanding can also lead to gaps in treatment and create barriers to timely diagnosis. Other barriers that can impact access to ongoing medical and social care include language differences, cultural differences, prior negative experiences and financial barriers.

Improved access can be achieved by providing information and education to the public, including persons with dementia and family, friends, and neighbors who are caregivers. This will raise awareness, improve understanding, and decrease stigmatization.

Projects might use educational methods, self-assessments, presentations, or the latest technology innovations to increase awareness to the public. Awareness-raising activities should be relevant to the background of the audience. Activities must consider individual’s knowledge and beliefs regarding Alzheimer’s disease and other related dementias that can vary greatly across cultures.

The activities must be accurate, informative, effective, and developed in consultation with people with dementia, their families, and other stakeholders.

Project examples include, but are not limited to: differentiating symptoms from normal aging and from other health conditions such as age-related hearing loss; the importance of a healthy lifestyle and risk reduction; the benefits of early identification; overcoming stigma; living well with dementia; etc. A proposal could educate employees to recognize dementia in their clients in order to reduce stigmatization and provide appropriate assistance, or include outreach to spark interest in creating a dementia friendly community.

**Category 2 – Promote Early Identification**

Projects in this category use culturally appropriate screening tools to facilitate early identification through referrals to healthcare professionals for cognitive assessment testing. Despite the fact that there is no cure to ADRD, much can be offered to support and improve the lives of people with dementia as well as their family, friends, and neighbors who are caregivers. Screening for early identification of memory loss and community service supports can help those with diagnosed dementia to remain in their homes and local communities for as long as possible.

Project examples include, but are not limited to: Responders advertising the benefits of early identification and offering the services of memory screenings by staff trained using the Mini-cog, The Saint Louis University Mental Status (SLUMS), or a culturally appropriate screening tool; leading informational sessions on the topic; implementing new models that connect people to screening services; changing processes/protocols for early identification; promoting the benefit of other health related screenings such as hearing loss detection (which emerging research shows some connection to cognitive disorders); etc.
**Category 3 – Increase Cognitive Testing**

Projects in this category are intended to increase cognitive testing. Projects are generally situated in healthcare organizations or led by specially trained or licensed professionals who are experts in ADRD. Partnerships between these experts and community aging service providers are permissible and preferred. The work is intended to increase the rate of cognitive testing, promote cross-referrals, and integrate a communication protocol between the partnering entities. It is important that a dementia diagnosis uses an approach that includes a cognitive assessment protocol, an informant interview, a structured disability assessment and a clinical interview in case there are other causes of cognitive impairment.

Most dementia care takes place outside formal health care settings and is provided by family, friends and neighbors. Family, friends, and neighbors who are caregiving must be enlisted to encourage the patient to seek testing. When increasing cognitive testing, awareness of and attention to, the cultural, ethnic and language needs of those experiencing memory concerns is critical. This awareness can lead to reducing health disparities and improving access to high-quality health care.

Project examples include, but are not limited to: Responders implementing system changes or training and support for healthcare providers to increase cognitive testing for early diagnosis of dementia; performing cognitive testing within a healthcare setting (or by a licensed medical professional in other settings); partnership between a community based aging service provider and healthcare organization; etc. Training mandated by State or Federal regulations is not eligible for support by this grant funding.

**Category 4 – Connect Family, Friends and Neighbors Caregiving**

Projects in this category are intended to connect family, friends and neighbors who are caregivers for individuals with ADRD to services, education and resources. This grant funding does not support activities related to paid non-family caregivers. ADRD can have a large impact on the lives of the family, friends and neighbors who are providing care. Family, friends, and neighbors provide most care without the assistance of other support systems in the community. For example, a Responder might offer direct services to the family, friends, and neighbors who are caregivers, educational sessions about caregiving and dementia, provide resource contacts, or implement technology to link individuals to needs.

Caregiving for a person with ADRD can result in significant strain and emotional, physical, and financial stress. Providing support for family, friends and neighbors who are caregivers is critical for their well-being.

Project examples include, but are not limited to: educating caregivers about the importance of maintaining health; existing community and social services resources; dealing with difficult behaviors; advanced care planning, workforce issues and financial planning; ethics, etc. Educational sessions may be offered in the person’s home, and while considering the needs of all participants who may have disabilities. For example, participants may have hearing loss and benefit most from educational sessions when real-time captioning or assistive listening devices are used. Proposal budgets should include the costs of providing reasonable accommodations to ensure information and materials are accessible.

Responders proposing work in this focus area can maximize their score by implementing evidence-based approaches.
based programs or interventions for family and friend caregivers and/or their care recipient. Examples include but are not limited to: Powerful Tools for Caregivers, Building Better Caregivers™, Savvy Caregiver Program®, Dealing with Dementia, REACH (Resources for Enhancing Alzheimer’s Caregiver Health), REACH II, TCARE (Tailored Caregiver Assessment and Referral), and Tai Ji Quan: Moving for Better Balance®.

Respondents may also propose use of an evidence-informed intervention (e.g., Paths to Faithful Caregiving) if a program is shown to be promising or effective with diverse caregivers or care recipients.

Reasonable and identifiable costs for staff or volunteer training, materials, and licensing/certification to implement evidence-based or evidence-informed programs are allowable costs. Applicant should clearly identify a specific population to be served with the proposed intervention.

**Special Focus Areas Parameters**
The STATE is interested in funding community or collaborative projects that provide examples of how they are currently or will:

1. Implement plans to serve Native American Elder populations;
2. Coordinate with other community activities or health initiatives;
3. Use or enhance existing activities and resources or involve innovative approaches to achieving successful outcomes;
4. Implement plans to serve Veterans;
5. Represent a culturally focused organization(s);
6. Implement plans to serve culturally and racially diverse older adult populations;
7. Implement plans to serve older adults in rural areas;
8. Implement plans to serve LGBTQIA+ older adult populations; and/or
9. Implement evidence-based or evidence-informed programs and interventions supporting dementia caregivers and/or care recipients.

**Technical Assistance**
The following Resource Advisors are suggested for Responders:

The Eldercare Development Partnership (EDP) can provide valuable information about service gaps, existing funding streams, and current programs as well as suggestions concerning program concepts and proposal strategies. EDP is a state-funded program to provide Technical Assistance (TA) to local providers to develop and implement service delivery models in line with the State’s long-term services and supports policy directions. EDPs have a specific responsibility to assist and advise interested parties with local and regional Dementia Grants. They do not assist with writing of grants.

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4 Respondents may wish to consult Benjamin Rose Institute’s Best Practice Caregiver (https://bpc.caregiver.org/#home), an online, interactive database of 40+ evidence-based dementia programs for family caregivers. Searches can be done by topic area, language, certification and cost parameters.

State Program Staff

To aid in maximizing the score, Responders should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g. State Health Improvement Project [SHIP] staff); a healthcare organization, a quasi-formal or other service provider, and/or local not-for-profit or for-profit business (e.g., an employer, service company, retailer or other commercial venture, educational institution, unit of government, transportation agency or trade association).

2.2 Tasks and Deliverables

Tasks

1. Meet timelines and production parameters included in submitted proposal;
2. Provide reports in a timely manner as set forth by the STATE;
3. Comply with all applicable federal, state, and local laws;
4. Identify at-risk persons in the targeted community by using the Live Well at Home Rapid Screen® (Live Well at Home Rapid Screen);
5. Use STATE approved curriculum and materials in the project to ensure accuracy and consistency of message. For examples of STATE approved curriculum and materials see:
   - MBA Older Adult Programs Training Center (Registration website for Dementia Capability, Caregiver Consultation and Cultural Responsiveness Training);6
   - ACT on Alzheimer’s (website for ACT on Alzheimer’s);7 and
   - Alzheimer’s Association of Minnesota/North Dakota (website for Alzheimer’s Association of Minnesota/North Dakota);8
6. Participate in use of social media tools: social media tools may include, but are not limited to blogs, Instagram, YouTube, Twitter, Facebook, FLICKR, LinkedIn, and podcasts;
7. All products and services developed must meet the State of Minnesota accessibility standards and guidelines outlined in REQUIRED CONTRACT TERMS AND CONDITIONS, Section 6E “Accessibility Standards” (page 28);
8. Staff delivering dementia education, screening services, or caregiver services must complete MBA, AAA, or other training related to these topics, or show proof of prior completion (complete the Dementia Knowledge Capture Form download form by visiting this website);
9. Participate in one or more site visits during the grant period, as requested by the STATE;
10. Attend and participate (presentation and/or ePoster session) in one bi-annual Age and Disabilities Odyssey Conference, MBA Board Meeting, or an equivalent as identified by the State;
11. Participate in the Alzheimer’s Association Meeting of the Minds conference or an equivalent as identified by the State; and
12. Participate in lessons learned and promising practices with other grantees, if applicable.

Deliverables

1. Increase the awareness of Alzheimer’s Disease and Related Dementias (ADRD) in the community;
2. Promote the benefits of early identification and diagnosis of dementia to the community and/or

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6 TrainLink Home Page (state.mn.us)
7 ACT on Alzheimer’s
8 Minnesota-North Dakota Chapter | Alzheimer’s Association
3. Increase the number of older Minnesotans seeking cognitive testing;
4. Increase family, friends, and neighbors’ self-identification of their caregiving role;
5. Achieve project goals/outcomes outlined in the project work plan;
6. Strengthen current community relationships and partnerships to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem;
7. Stimulate new collaboration and coordination between communities and health care providers to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem; and
8. Connect individuals who are caregiving to potential services, education, or other resources.

3. PROPOSAL REQUIREMENTS
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 meet all requirements identified in Section 2 “Scope of Work,” and agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract(s) unless specifically making an exception pursuant to Required Statement “Exception to Sample Contract and RFP Terms.”

IMPORTANT: Do not submit data or information that may considered trade secrets or confidential. If you must submit data that may be trade secret/confidential in order for your response to be responsive, please email Jane.E.Cunningham@state.mn.us to request more information on how to submit such information.

3.1 Proposal Contents
Responses to this RFP must consist of all of the following components.

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3.2 Detail of Proposal Components
The following will be considered minimum requirements of the Proposal. The emphasis should be on completeness and clarity of content. (Responders are encouraged to incorporate into their proposal information that is responsive to the Special Focus areas detailed in Section 2.1 “Overview”.)
1. Executive Summary (25 points; maximum 1,500 characters including spaces). 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. Responder should include a brief description of the proposed project, including:

- State funds amount request;
- Project focus category(ies);
- Region where the project will occur as defined by the Planning and Service Areas of the Area Agencies on Aging;⁹
- Project/Program goals; and
- List of objectives and products/services to be developed.

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 Executive Summary should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services. The Executive Summary from applicants awarded a grant may be posted to State’s public web page(s).

2. Description of the Applicant Description (100 Points; maximum 3,000 characters including spaces). This section must include information on:

- The existing programs and activities of the organization;
- The number of people served;
- Geographic area served;
- Population served;
- Staff experience, including:
  - Prior Dementia Training with Certificates
  - Dementia Knowledge Capture Form (download form by visiting this website and clicking on Dementia Capture Form; and
- Programmatic accomplishments.

You should include reasons why your organization is capable of effectively delivering the services outlined in the RFP. Include a brief history of the organization and all strengths that are considered an asset to the program. You should demonstrate the length, depth, and applicability of all prior experience in providing the requested services, the skill and experience of lead staff, and designate a project manager with experience in planning and providing the proposed services.

The Dementia Knowledge Capture Form and the prior training certificates will be reviewed by MBA staff to verify program staff meet the minimal level of training and knowledge required for the proposed services. If Responder staff do not meet the minimal level of training, appropriate training opportunities may be suggested or required on a case-by-case basis if funded.

As a component of its response, Responder may explain how its staff and leadership are reflective of the community, culturally-competent, and responsive to the population(s) being served (see next section). Describe your plan, including activities related to staff recruitment and retention and for improving community ties, rapport, and engagement.

⁹ https://mn4a.org/agencies/
3. Description of Target Population (175 points; maximum of 6,000 characters including spaces). In this section, Responders should clearly describe the need for the proposed project in their community. This description should include an overview of the overall project design that:

- Describes the population to be served by the proposed project;
- Specifies the region where the project, not the Responder, will occur as defined by the planning and service areas of the Area Agencies on Aging;
- Identifies the level of need for these proposed services or system change;
- Cites the methods or information used to determine this need; and
- Describes how the project will address the need.

Responders should also include: barriers or anticipated challenges; discuss whether the project and activities will have a local or regional impact; estimate how many persons will be served and whether it will serve low- and moderate-income individuals and families; and include a description of the referral system(s) used by the project to reach the target population.

To Identify a Special Focus Area (worth up to 25 points of the available 50 Special Focus bonus points)

- Name the specific culture and/or ethnic population(s);
- Identify if the Responder organization is currently an ethnic or culturally focused organization (an organization whose staff primarily mirrors the ethnic and/or cultural communities it is serving);
- Specify the geographic area where the project, not the Responder, will occur and describe the characteristics that make the area rural, if applicable; and/or
- Identify the need and any special or specific methods that will be used to serve the specific population.

4. Project Goals, Objectives, and Workplan (300 points; maximum character counts are listed in each section of the online workplan form). In this section, Responders will identify a minimum of three (3) and no more than six (6) measurable objectives of their project in order to reach the one or more identified focus categories as defined in Section 2.1 “Overview, Project Focus Categories.” The proposed objectives will be used to measure progress and demonstrate the program’s effectiveness, and will carry forward to the grantee’s semi-annual reports so that all projects and programs will be measured specifically on self-identified components and targets.

For the purposes of this RFP, the following definitions will be used:

- Objective: One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.
- Key Activities & Strategies: Outline each task that needs to be accomplished in order to meet a specific objective and desired outcomes.
- People Responsible: List all staff members’ names and titles and any other stakeholders, including their names, titles, and organization that they are with, that will assist with the objective.
- Outcome: Detail specific results that include units/numbers served, that aim to achieve the overall project goal. Additionally, outline skills and knowledge obtained, community connections made, etc. obtained by the people responsible.
- Estimated Start and End Dates for each Objective: These should be incremental in regards to the overall project and not just the entire timeframe of the grant.
If Responder identified a **Special Focus Area** (up to 25 points of the 50 available Special Focus bonus points), include a description in your workplan of how the proposed project:

- Is supported by the targeted population(s);
- Will use or enhance existing activities and resources or involve innovative approaches to achieving the proposed project’s success;
- Will be coordinated with other community activities or health initiative(s); and/or
- Will strengthen community relationships or partnerships with health care entities.
- Includes and clearly identifies evidence-based or promising evidence-informed interventions intended to support family/friend caregivers.

**NOTE:** For the last three bullet points listed above, Responders must identify partners within the “people responsible” section for each Objective. Responders should clearly define and document the partner’s role, resources, and responsibilities in the project. Document the resources outlined within the explanation in the budget form and responsibilities in the work plan that each partner will contribute to the proposed project.

To aid in maximizing their score, Responders should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g., State Health Improvement Project [SHIP] staff); a healthcare organization; a quasi-formal or other service provider; and/or local not-for-profit (e.g., an ethnic or culturally-focused organization) or for-profit business (e.g., an employer, service company, retailer or other commercial venture), educational institution, unit of government, transportation agency, or trade association.

If Responder has chosen a **Special Focus Area** focused on a specific ethnic/cultural community and the organization is not representative of that community, then a role for a Cultural Consultant from that community must be included in the proposal and funding request.

**5. Evaluation Plan** (100 points; *maximum 3,000 characters including spaces*). 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.

Program and financial sustainability must be explicitly addressed as one indicator of the proposed evaluation. List surveys or other assessment tools you propose to use to assess and measure pre- and post-participant outcomes and how results will be summarized.

In this section, describe what lasting effects will be produced by the project and how your organization will continue the proposed project after it ends. Discuss the relationship with other organizations that you have or will develop further that will help maintain the proposed project long-term, and describe the value of any coordination across service providers and any secondary benefits that happened and/or you propose will happen due to this coordination.

**6. Budget Proposal** (300 points). This section should specify the grant amount requested and detail all expenses for the proposed project. Complete and upload the budget proposal packet.
Budget to 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 quality services. See pages 15-18 of the RFP for line-by-line instructions on how to complete the budget. Explain the proposed use of the grant funds and matching funds. A twenty-five (25) percent match of the program/project total is required on estimated budgets between fifty thousand dollars ($50,000) and one hundred and fifty thousand dollars ($150,000). No match is required for budgets less than fifty thousand dollars ($50,000).

Your narrative should provide sufficient detail to justify the total amount budgeted in each category. The project budget must be complete and reasonable, must link to the proposed project 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 projects. The total available funds will not necessarily be divided equally, nor will selected Responders 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. The purchase of all technology related items (computers, routers, etc.) must be specifically listed and detailed as either a supply or equipment as instructed below.

This SFY 2024 Dementia Grant Budget that is also provided as a link within the online proposal tool must be used by Responders to create their budget proposals.

Instructions for Preparing Budgets

Direct Costs: A “direct cost” is any cost that can be specifically identified with a particular project, program, or activity, or that can be directly assigned to such activities relatively easily and with a high degree of accuracy. Direct costs include, but are not limited to, salaries, travel, equipment, and supplies directly benefitting the grant-supported project or activity.

Personnel: Cost of individual staff salaries and wages of Responder organization. Responders need to provide the first and last name of the persons listed here.

Budget justification: Specify the key staff by their first and last name, their titles, brief summary of project-related duties and their commitments to the project, based on full-time equivalent. Do not group staff together. Enter each individual separately.

Fringe Benefits: Cost of individual staff fringe benefits of Responder organization.

Budget justification: Specify the key staff by their first and last name. Do not group staff together. Enter each individual separately. Provide a list of the elements that comprise fringe benefit costs, such as health insurance, FICA, retirement insurance. Explain the formula or rationale used to compute the cost of the fringe benefits listed in the budget proposed. Individuals who are not directly employed by the Responder organization but work on the grant should be listed under the contracts line item.

Consultant costs or professional fees should be included under the “Other” line item.
Travel: Cost of local and out-of-town travel for personnel of the project.

Budget justification: Reimbursement for project personnel for travel and subsistence expenses is to be made consistent with the Current Commissioner’s Plan as promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner’s Plan states the current reimbursement rates for travel and subsistence expenses in Chapter 15: Expense Reimbursement (see pages 125-128).

All out-of-state travel and lodging requires prior STATE approval if State funds are used. Do not include travel expenses for consultant, sub-contractor, or Responder’s clients under travel. Expenses anticipated to be incurred by clients should be listed under other. Specify the total number of trips, destinations, purpose, lengths of stay, subsistence allowances, and transportation costs (including mileage rates).

Supplies: Costs of all tangible expendable personal property (supplies) other than those included in equipment. Supplies include consumable commodities such as paper stock, pencils, print cartridges, photocopying, and USB drives, etc. Include laptops, computers, projector, mobile devices, etc.

Budget justification: Provide general description of types of items included. Explanation should indicate what items are included and how costs are estimated. Unallowable cost: “Printing,” is utilizing a professional printing service to make a color or black and white digital printing for high quality brochures and professional looking manuals. Printing is not an allowable line item cost. However, photocopying, a copy made on a copying machine and used in daily office operations is allowable.

Equipment: For all Responders, “equipment” is non-expendable tangible personal property having a useful life of more than one year and acquisition cost of five thousand dollars ($5,000) or more per unit. If the item does not meet the five thousand dollars ($5,000) threshold, include it in your budget under supplies.

Budget justification: Equipment to be purchased with STATE funds must be justified as necessary for the conduct of the project. The equipment must be used for project related functions; the equipment, or a reasonable facsimile, must not be otherwise available to the Responder or its subgrantees. An explanation including the cost of purchases, cost and terms of all rental agreements and purpose of equipment should be explained. The justification also must contain plans for the use or disposal of the equipment after the project ends.

Contracts: Costs of all contracts, including procurement contracts (except those that belong on other lines such as equipment, supplies, etc.) and any contracts with organizations or individuals for the provision of technical assistance and other services.

Budget justification: For each line item listed under the heading of contracts, indicate the name of the organization, the purpose of the contract, and the dollar amount. If the name of the contractor, scope of work, and costs are not available or have not been negotiated, indicate when this information will be available. If necessary, attach an additional page for hard copy submissions or outline the detail within the “contracts” justification section. For individual consultants, explain the
nature of services provided, the relation to activities in the work plan, and estimated fees to be paid for services.

**Other:** Costs not included in the above line items. Such costs, where applicable, may include but are not limited to: insurance, medical, and dental costs; equipment rentals/lease; computer use; reasonable accommodations costs such as sign language interpreters, real-time captioning, Braille materials; training and staff development costs (i.e., registration fees). If a cost does not clearly fit under another category (such as conference and training fees), and it qualifies as an allowable cost, then this is where it belongs.

**Budget justification:** Provide an explanation for items in this category. Staff development conferences - describe the types of activities for staff development costs for each (e.g. workshops, training, seminars, etc.) Specific costs for overnight travel and lodging should be explained if applicable. Client Transportation: Provide formula (including the number of units e.g., costs per unit, number of recipients, and months of service) for each specific area.

Building space costs and utilities for organizations who request less than fifty thousand dollars ($50,000) may also be listed here. Specify whether the space occupied is rented or owned and whether or not the costs include utilities (specify) and other occupancy related charges. Include the number of square feet and the percentage of time used for grant purposes. For example; 1500 square feet x $25/ft. x 50%=$18,750.

Costs related to the management of volunteers such as recruitment, retention, and recognition should be entered here. Enter volunteer expenses related to food/beverages, volunteer recognition events, recognition items, and cost of background checks, volunteer insurance, and other related volunteer expenses. Unallowable costs include monetary items such as: cash, tokens, gift cards, etc.

Also, the cost of postage and communications should be entered here. Itemize and estimate anticipated charges for the project. Explain anticipated charges for Internet access, software subscriptions, telephone (including cell phones), costs directly associated with hosting a website, web tech, and fax services including the number of phone lines. Postage may include the cost of mass mailings or miscellaneous project mail. Detail the number of pieces, the postage per item cost and reason. For example; 100 letters x .58 = $58.00. Follow up letters to family, friends, and neighbors who are caregiving.

**Match**
Match is specified as a fixed or minimum percentage of non-STATE participation in allowable program or project costs. In some cases, match must be contributed by a recipient in order to be eligible for STATE funding. The source and amount of costs and/or the value of third-party in-kind contributions proposed by the Responder to meet a matching requirement must be identified in the response budget. Matching funds listed for this grant may not be used to match another federal or state grant; it may only be used as match one time.

Required match for State Dementia Grants with requested funding between fifty thousand dollars ($50,000) and one hundred and fifty thousand dollars ($150,000) is twenty-five (25) percent of the total budget. Do not submit a budget with an over-match amount. No match is required for budgets less than fifty thousand dollars ($50,000).
The STATE will fund no more than seventy-five (75) percent of the project’s total cost for estimated total budgets up to two hundred thousand dollars ($200,000), which means the Responder must cover at least twenty-five (25%) of the project’s total cost with non-STATE resources. In other words, for every three (3) dollars received in State funding, the Responder must contribute at least one (1) dollar in non-State/Federal resources toward the project’s total cost. The following formula reflects this concept.

- \( \text{State Funds Requested} \times \text{Match Requirement} = \text{Minimum Amount of Match Required Inverse Match Percentage} \)

Examples of a twenty five (25%) match for varying requests of state funds:

1. \( \frac{150,000}{75\%} (\text{State Funds Requested}) \times 25 \% (\text{Match Requirement}) = 50,000 \)
2. \( \frac{100,000}{75\%} (\text{State Funds Requested}) \times 25 \% (\text{Match Requirement}) = 33,333 \)
3. \( \frac{75,000}{75\%} (\text{State Funds Requested}) \times 25 \% (\text{Match Requirement}) = 25,000 \)

The following chart shows the above examples required minimum match amount and the total budget amount a Responder would need to demonstrate in their budget proposal:

<table>
<thead>
<tr>
<th>State Funds Requested</th>
<th>Match Required Using Above Formula</th>
<th>Total Budget for Budget Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
<td>$50,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>$100,000</td>
<td>$33,333</td>
<td>$133,333</td>
</tr>
<tr>
<td>$50,000</td>
<td>$16,667</td>
<td>$66,667</td>
</tr>
</tbody>
</table>

**Note:** No match is required for budgets less than fifty thousand dollars ($50,000).

**Allowable Match:** Cash, loans, donations, local tax revenues, the actual value of dedicated staff/contractor time, volunteer time, the actual value of in-kind donations and other local match including personnel time given to project, consulting fees, use of existing equipment or materials/supplies donated. Volunteer time is the estimated dollar value if the organization had to hire an individual to complete the task. Selected Responders will be asked to bring documents to verify secured match at the time of contract negotiations.

Cash match is either the Responder organization’s funds (general revenue) or cash donations from non-state third parties (i.e., partner organizations), or by non-State/Federal grants. In-kind match contributions are from the Responder organization or a “third party.” In-kind match is typically in the form of the value of personnel, goods, and services including direct and indirect costs.
Unallowable Match: State funds means tested direct services payments (e.g., Alternative Care (AC), Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), Developmentally Disabled (DD), Elderly Waiver (EW), and Brain Injury (BI)) and sliding scale fees or donations made for services provided as a result of this grant do not qualify as match funding.

Special Focus Area (Optional): The STATE will review the proposal submission to determine whether or not, in the STATE’S sole discretion with assistance of the evaluation team, the proposal provides examples of how the respondent meets the special focus areas below. If the STATE in its sole discretion determines that a proposal provides sufficient examples, the STATE may award bonus points to the Responder’s proposal in accordance with the evaluation process of this RFP. Responders are encouraged to incorporate into their proposal information that is responsive to one or more of the special focus areas below.

The STATE is interested in funding community or collaborative focused projects that provide examples of how they are currently or will:

- Implement plans to serve Native American Elder populations;
- Coordinate with other community activities or health initiatives;
- Use or enhance existing activities and resources or involve innovative approaches to achieving successful outcomes;
- Implement plans to serve Veterans;
- Represent a culturally focused organization(s);
- Implement plans to serve culturally and racially diverse older adult populations;
- Implement plans to serve older adults in rural areas; and/or
- Implement plans to serve LGBTQ+ older adult populations.

7. Professional Responsibility and Data Privacy
   i. Professional Responsibility: It is crucial that STATE locate reliable grantees to serve our clients and community members. Therefore, Responders must be professionally responsible and include satisfactory information regarding their professional responsibility in their Proposals. Per Minnesota Office of Grant Management (OGM) Policies, Responder’s past performance as a grantee of STATE will be considered when evaluating a grant application.

   Professional responsibility information includes information concerning any complaints filed with or by professional, state and/or federal licensing/regulatory organizations within the past six (6) years against your organization or 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 litigation, pending and/or resolved within the past two (2) 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, the dollar amount being requested as damages, and if resolved, nature of the resolution (e.g., settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with amount of damages awarded, verdict for Responder, etc.).

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

The information collected from these inquiries will be used in STATE’s determination of the award of the contract. It may be shared with other persons within the 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.

ii. Data Privacy: If your organization or any proposed subcontractor has, in the past five (5) years, suffered any breach or loss of personal, financial or other data considered private or confidential, please provide a description of such breaches, and provide details on what steps were taken to address the issue both in the short term and the long term to prevent such a breach/loss from happening again.

3.3 Required Statements and Forms
Complete the correlating linked forms found here and submit them as the Required Statements section of the online proposal. You must use the current forms linked here; all forms will also be available on the MBA Dementia Grant Application website. Failure to use the most current forms found in completion of the online proposal are at the Responder’s risk and may, at the discretion of the STATE, result in disqualification of the proposal for “nonresponsiveness.” Minnesota Board on Aging (MBA) accepts DocuSign electronic signatures or scanned wet signatures for the required statements; please ensure you are submitting or inserting required forms with current-year information and dates.

a. Responder Information and Declarations: (Responder Information/Declarations Form MBA-7020-ENG): MBA Responder Information Declarations Form 7020
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. The Responder may fail the Required Statements review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, the STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations, or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms (Exceptions to Terms and Conditions Form MBA-7019-ENG): MBA Exceptions to Terms and Conditions Form 7019
The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or objection(s) on the “Exceptions to Sample Contract and RFP Terms and Conditions” form and submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that claiming either of the following may result in its Proposal being considered nonresponsive and receiving no further consideration:
1. Exceptions to the terms of the standard STATE contract that give the Responder a material advantage over other Responders;

2. Exceptions to all or substantially all boilerplate contract provisions.

c. Disclosure of Funding Form (MBA-7018-ENG): MBA Disclosure of Funding Form 7018
In order to comply with federal law, Responder is required to fill out the “Disclosure of Funding” form available at the above link and submit it with their Proposal. The form requires Responders to provide their Unique Entity Identifier (UEI) to uniquely identify business entities. If a Responder does not already have a UEI, it may be obtained from the D&B by telephone (currently 866-705-5711) or online (currently at http://fedgov.dnb.com/webform ) before their Proposal is submitted.

e. Information Security Questions Form (MBA-7895-ENG): MBA Information Security Form 7895
Responder must complete the “Information Security Questions Form” available at the above link and submit it with its Proposal. STATE’s Office of Information Security may ask for additional information from successful Responders based on this form.

4. RFP PROCESS
4.1 Responders’ Conference:

A Responders’ Conference will be held via WebEx on Wednesday, March 1, 1-2:30 pm (Central Time).

Join information
Meeting link: SFY 2024 Responders’ Conference

Meeting number: 2482 943 1562
Password: zDDmzGJD742
Host key: 854838

Agenda: SFY 2024 Dementia Grant RFP Responders’ Conference

Join by phone
+1-415-655-0003 United States Toll
1-855-282-6330 United States Toll Free

Access code: 2482 943 1562
Host PIN: 4832

The link will become active approximately 15 minutes before the broadcast.

The conference will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Participation in the Responders’ Conference is not mandatory but is recommended. Oral answers given at the conference will be non-binding. Written responses to questions asked via web streaming will be posted to the MBA Dementia Grant Website after the
4.2 Responders’ Questions
Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on March 24, 2023. All questions must be addressed to:

Minnesota Board on Aging (MBA) Dementia Grants SFY24 - QUESTION(S)
Attention: Jane Cunningham
Jane.E.Cunningham@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 via the MBA Dementia Grant site. Every attempt will be made to provide answers timely, with the intent that they are posted on the MBA within four (4) days of the Responders’ Questions period end date.

4.3 Proposal Submission
State Fiscal Year 2024 Dementia Grant proposals must be submitted electronically by 4:00 p.m. Central Time on May 12, 2023. Responders must submit an online proposal through the Minnesota Board on Aging’s Grants Proposal website: Grant Website

Responders must set up a new account before starting the proposal process. Late proposals will not be considered. Hand-delivered, faxed, or e-mailed proposals will not be accepted.

It is solely the responsibility of each Responder to assure that its Proposal is delivered electronically, 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.

5. PROPOSAL EVALUATION AND SELECTION
5.1 Overview of Evaluation Format
1. All responsive proposals received by the deadline will be evaluated by the STATE. Proposals on “best value” as specified below. 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 Successful Responders

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.
A Responder will receive notification on their Applicant Dashboard within the online portal if it is determined that they will not be moving forward to Phase II for review by the review committee. This notification will occur within ten (10) days of the RFP close date. These instructions will be included in the Responders’ Conference as well as on the Minnesota Board on Aging Dementia Grants website under the header Key Dates.

3. Non-selection 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.

5.2 Evaluation Team
1. An 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. At a minimum, one nominated and approved Minnesota Board on Aging member will be on the evaluation team. Assistance could include, but is not limited to, the initial mandatory requirements review or answering technical questions from evaluators.

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

5.3 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) have each Responder provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. 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 will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in these section 3.3 to move to Phase II.

2. **Phase II:** Evaluation of Technical Requirements of Proposal

a. Points have been assigned as follows to each of the component areas described in Section 3.2 “Detail of Proposal Components” of this RFP:
### Proposal Components

<table>
<thead>
<tr>
<th>Proposal Components</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Summary</td>
<td>25</td>
</tr>
<tr>
<td>2. Description of the Applicant Organization</td>
<td>100</td>
</tr>
<tr>
<td>3. Description of Target Population</td>
<td>175</td>
</tr>
<tr>
<td>4. Project goals, objectives and workplan</td>
<td>300</td>
</tr>
<tr>
<td>5. Evaluation Plan</td>
<td>100</td>
</tr>
<tr>
<td>6. Budget proposal</td>
<td>300</td>
</tr>
<tr>
<td>7. Special Focus Area Bonus Points (awarded at Evaluator’s discretion)</td>
<td>Up to 50</td>
</tr>
</tbody>
</table>

**Total Possible Points**: 1055

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. Evaluator training will emphasize determination of individual cost per person to help ensure prudent fiscal outcomes and accountability.

**Special Focus (Optional)**. You may choose to add none, one, or all of the special focus areas to your proposal in their appropriate component section. The STATE will review the proposal submission to determine whether or not, in the STATE’s sole discretion with assistance of the evaluation team, the proposal provides examples of how the respondent meets any or all of the special focus areas. The amount of bonus points to be given a proposal is at the sole discretion of the STATE, depending on how much the STATE determines the responses provide sufficient examples of how the project meets the special focus areas. The STATE is under no obligation to give a proposal any bonus points in any situation. The maximum possible bonus points is fifty (50).

The STATE shall divide the STATE into specific geographic regions defined by the planning and service areas of the [Area Agencies on Aging](https://mn.gov/board-on-aging/about-us/area-agencies/). The STATE in its sole discretion, and with the assistance of the evaluation team, shall ensure at least one acceptable proposal is focused in each geographic region based upon the submitted proposals found to be responsive under Phases I and II.

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. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. 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 ten (10) weeks after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice
If a Responder(s) is selected, the STATE will notify the successful Responder(s) in writing 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. Data created or maintained by the STATE as part of the evaluation process (except trade secret data as defined and classified in Minn. Stat. § 13.37) will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations.
In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may proceed with the next highest scorer.

After 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.

6. 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 grant contract. The full requirements are set forth throughout this RFP and are contained in the attached sample grant contracts in the Appendix. The attached sample grant contracts should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP. 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.

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 in Ramsey County.

C. Preparation Costs. 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 grant contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

D. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 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.

E. Accessibility Standards. Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, proposal, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [MN.IT Services Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/) effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with [MN.IT Services Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/) (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

7. STATE’S AUTHORITY
1. STATE may:

   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 which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;

   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;

11 [https://mn.gov/mnit/about-mnit/accessibility/](https://mn.gov/mnit/about-mnit/accessibility/)
H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;

I. Cancel the RFP at any time and for any reason with no cost or penalty to the STATE; and

J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.

2. The award decisions of STATE are final and not subject to appeal.

3. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

Remainder of the page intentionally left blank. (Appendices follow)
Appendix A: Sample State Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Board on Aging, ("STATE") and grantee name, an independent grantee, not an employee of the State of Minnesota, located at physical address, city, state, zip ("GRANTEE").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) enter additional authority if applicable, has authority to enter into contracts for the following services: enter services grantee will provide.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with GRANTEE.

GRANTEE represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through enter date, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and GRANTEE is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. GRANTEE shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; Publicity; Ownership of Equipment; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. GRANTEE will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. GRANTEE’S DUTIES.

2.1. Duties. GRANTEE shall perform duties in accordance with Attachment A, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

GRANTEE shall submit grant progress reports to the STATE on a enter interval basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but
are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. GRANTEE shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

<table>
<thead>
<tr>
<th>Due Date</th>
<th>For service period:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter date</td>
<td>Choose period</td>
</tr>
<tr>
<td>Enter date</td>
<td>Choose Period</td>
</tr>
<tr>
<td>Enter date</td>
<td>Choose Period</td>
</tr>
<tr>
<td>Enter date</td>
<td>Choose Period</td>
</tr>
</tbody>
</table>

### 2.3. Accessibility.

Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT (MN.IT) Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D. Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

### 3. CONSIDERATION AND TERMS OF PAYMENT.

#### 3.1. Consideration.

STATE will pay for all services satisfactorily provided by GRANTEE under this CONTRACT.

**a. Compensation.**

1. GRANTEE will be paid in accordance with [Attachment B](#), Budget, which is attached and incorporated into this CONTRACT.

2. **Budget Modification.**
   
   a. GRANTEE must obtain STATE written approval before changing any part of the budget.
   
   b. Notwithstanding Clause 19.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.

   c. If GRANTEE's approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp). GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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12 [https://mn.gov/mnit/about-mnit/accessibility/](https://mn.gov/mnit/about-mnit/accessibility/)

13 [https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp)
c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed [enter amount in words] **dollars** ($ [enter amount in dollars]).

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. **Terms of payment**

a. **Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: [enter invoicing schedule]. If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 C.F.R. 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that GRANTEE is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. section 200.331.

**Pass-through requirements.** GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view a table of these obligations in the [Health and Human Services Grants Policy Statement](https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf), Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and GRANTEE agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).

1. **GRANTEE’s Name:** [enter name]. (Must match the name associated with the Unique Entity Identifier.)
2. **GRANTEE’s Unique Entity Identifier:** [enter identifier]. Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](https://www.sam.gov) to uniquely identify business entities and must match GRANTEE’s name.
3. **Federal Award Identification Number (FAIN):** [enter number].
4. **Federal Award Date:** [enter date]. (The date of the award to the MN Dept. of Human Services.)
5. **CONTRACT (subaward) Period of Performance:** Start date: [See section 1.1 above]. End date: [See section 1.2 above].

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6. CONTRACT (subaward) Budget Period Start and End Date: enter date.
7. Amount of federal funds obligated to GRANTEE (subrecipient) in this CONTRACT: $ enter amount.
8. Total amount of federal funds committed to the GRANTEE (subrecipient), including this CONTRACT: $ enter amount.
9. Total Amount of the Federal Award from which the funds to the GRANTEE (subrecipient) are drawn: $ enter amount.
10. Federal Award Project description: enter amount.
11. Name:
   A. Federal Awarding Agency: enter name.
   B. MN Dept. of Human Services (DHS)
   C. Name and Contact information of DHS’s awarding official: enter name and contact information of authorized representative.
12. Assistance Listings Number & Name (formerly known as CFDA No.): enter title, enter total amount made available at time of disbursement.
13. Is this federal award related to research and development?: ☐ Yes ☐ No
14. Indirect Cost Rate for the GRANTEE is: enter rate. (including if the de minimis rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by GRANTEE pursuant to this CONTRACT shall be performed to the satisfaction of 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 STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, GRANTEE must pay all subcontractors, within ten (10) calendar days of GRANTEE’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 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).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, GRANTEE agrees to minimize administrative costs as a condition of this grant. GRANTEE shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPEMENT.
GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:
a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1.a.;
d. Any amounts paid by STATE for which GRANTEE’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.
6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. 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. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that GRANTEE has breached a material term of the CONTRACT, or when GRANTEE’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this 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 notice to GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide GRANTEE notice of the lack of funding within a reasonable time of STATE’s receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, 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.

6.4. Conviction relating to a state grant. In accordance with Minn. Stat. § 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.
7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is enter name or successor. Phone and email: enter phone and enter email. This 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 3.2.

7.2. Grantee. GRANTEE's Authorized Representative is enter name or successor. Phone and email: enter phone and enter email. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is enter name or successor. Phone and email: enter phone and enter email.

8. INSURANCE REQUIREMENTS.
GRANTEE shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of the contract. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

8.1. Worker's Compensation. The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 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. Minimum insurance limits are as follows:
- $100,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if 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.

GRANTEE's employees and agents will not be considered employees of 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 STATE's obligation or responsibility.

8.2. General Commercial Liability Insurance. 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 insurance limits:
- $2,000,000 per occurrence
- $2,000,000 annual aggregate

Such insurance will protect 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 GRANTEE or by a subcontractor or by anyone directly or
indirectly employed by GRANTEE under the grant contract. STATE will be named as
both an additional insured and a certificate holder on the general commercial liability policy.

8.3. Employee Theft & Dishonesty Policy. GRANTEE 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 an addendum on its property insurance policy. If it is not feasible to include a blanket
employee theft & employee dishonesty policy as an addendum to a property insurance policy, then
GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy.
STATE will be named as both a joint payee and a certificate holder on the employee theft/employee
dishonesty policy. 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, GRANTEE shall furnish STATE with a certificate of employee
theft/employee dishonesty insurance.

8.4. Commercial Automobile Liability Insurance. GRANTEE is required to maintain
insurance protecting it from claims for damages for bodily injury as well as from claims for property
damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-
owned autos which may arise from operations under this CONTRACT. In the case that any work is
subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability
insurance that conforms to this section. Minimum insurance limits are as follows:
• $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned
Automobile.

8.5. Professional Liability Insurance.
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 CONTRACT. GRANTEE is required to carry the following
minimum insurance limits:
• $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
CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years,
following completion of the work. If such insurance is discontinued, extended reporting period
coverage must be obtained by GRANTEE to fulfill this requirement.
8.6. Additional Insurance Conditions:
   a. GRANTEE’s policies shall be primary insurance to any other valid and collectible insurance
      available to STATE with respect to any claim arising out of GRANTEE’s performance under this
      CONTRACT.
   b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage,
      GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation
      notice, unless GRANTEE’s policies contain a provision that coverage afforded under the policies
      will not be cancelled without at least thirty (30) days advance written notice to STATE.
   c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and
      deductibles.
   d. STATE shall be named as a certificate holder on applicable policies.
   e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE’s policy
      limits to satisfy the full policy limits required by CONTRACT.

9. INDEMNIFICATION.
   In the performance of this CONTRACT by GRANTEE, or GRANTEE’s agents or employees, 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 STATE, to the extent they are caused by
   GRANTEE’s:
   a. Intentional, willful, or negligent acts or omissions;
   b. Actions that give rise to strict liability; or
   c. 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 STATE’s sole negligence. This clause will not be construed to bar any legal remedies
   GRANTEE may have for STATE’s failure to fulfill its obligation under this CONTRACT.

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.
    a. It is expressly agreed that STATE will not be disclosing or providing information protected under
       the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Data Practices
       Act”) as “not public data” on individuals to GRANTEE under this Contract. “Not public data” means
       any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute,
       federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
    b. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected
       health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45
       C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164.
       Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §
       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.
    c. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT,
       GRANTEE must comply with the provisions of the Data Practices Act as though it were a
       governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of
       a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected,
       received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this
       contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. §
13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.

d. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE’s Authorized Representative as to how GRANTEE should respond to the request.

f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

g. GRANTEE’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as Attachment click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as Attachment click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. 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 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 GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. 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 STATE and all such Works and Documents must be immediately returned to
STATE by 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.

**11.3. Responsibilities.**

**a. 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 GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.

**b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. 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 STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

**c. Duty not to infringe on intellectual property rights of others.** 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 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against 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. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

**d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**12. PUBLICITY.**

**12.1. General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE’s authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE’s website when practicable.
12.2. Endorsement. GRANTEE must not claim that STATE endorses its products or services.

13. VOTER REGISTRATION REQUIREMENT.
GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State’s website.\(^{16}\)

14. OWNERSHIP OF EQUIPMENT.
The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.
15.1. State audit.
Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

15.2. Independent audit. If GRANTEE conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be submitted to STATE within thirty (30) days of the audit’s completion and a copy provided, if requested.

15.3. Federal audit requirements and GRANTEE debarment information. GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

15.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.
GRANTEE certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE’s certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to 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.

\(^{16}\) [https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/](https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/)
15.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

GRANTEE’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore GRANTEE must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

**a. Instructions for Certification**

1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 C.F.R. 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 CONTRACT 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 C.F.R. 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. part 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.

b.  **Lower Tier Covered Transactions.**
1.  The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.

16. **GRANTEE DATA DISCLOSURE.**
Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law,
GRANTEE understands that disclosure of its social security number, federal employer tax
identification number, and/or Minnesota tax identification number, already provided to the STATE,
may be provided to federal and state tax agencies and state personnel involved in the payment of
state obligations. These identification numbers may be used in the enforcement of federal and state
tax laws which could result in action requiring GRANTEE to file state tax returns and pay delinquent
state tax liabilities, if any.

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

18. **CLERICAL ERRORS AND NON-WAIVER.**
18.1. **Clerical error.** Notwithstanding Clause 19.1, STATE reserves the right to unilaterally fix
clerical errors contained in the CONTRACT without executing an amendment. GRANTEE will be
informed of errors that have been fixed pursuant to this paragraph.

18.2. **Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not
waive the provision or STATE’s right to enforce it.

19. **AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND
DRAFTING PARTY.**
19.1. **Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be
executed by the same parties who executed the original CONTRACT, or their successors in office.

19.2. **Assignment.** GRANTEE shall neither assign nor transfer any rights or obligations under this
CONTRACT without the prior written consent of STATE.

19.3. **Entire Agreement.**
   a.  If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the
validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 19.1.

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

19.4. Drafting party. The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

20. PROCURING GOODS AND CONTRACTED SERVICES.

20.1. Competitive bidding and preferred vendors. Unless otherwise approved in writing by STATE, if the GRANTEE subcontracts any portion of the work or services under this contract in excess of $10,000, GRANTEE must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where GRANTEE records at least three (3) bids. GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:

- State Department of Administration’s [Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#).
- Metropolitan Council’s Targeted Vendor list, the [Minnesota Unified Certification Program](#).
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, [the Central Certification Program](#).

20.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

20.3. Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

21. SUBCONTRACTS.

GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.
22. LEGAL COMPLIANCE.
22.1. General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

22.2. Nondiscrimination. GRANTEE will not discriminate against any person on the basis of the person’s race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. “Person” includes, without limitation, a STATE employee, GRANTEE’s employee, a program participant, and a member of the public. “Discriminate” means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any GRANTEE program or activity. GRANTEE will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

22.3. Grants management policies. GRANTEE must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

22.4. Conflict of interest. GRANTEE certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. GRANTEE shall immediately notify STATE if a conflict of interest arises.

23. OTHER PROVISIONS
23.1. No Religious Based Counseling. GRANTEE agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

23.2. Contingency Planning. This section applies if GRANTEE will be fulfilling Priority 1 or Priority 2 functions under this contract. A Priority 1 function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A Priority 2 function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. 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 STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to 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.
Appendix B: Sample State County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Board on Aging, enter Division name ("STATE") and enter County name, an independent grantee, not an employee of the State of Minnesota, located at enter physical address ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) enter additional authority, has authority to enter into contracts for the following services: enter services County will provide.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.
1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through enter date, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY’S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with Attachment A, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a choose an interval basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the
following schedule and in a mutually agreed upon format:

<table>
<thead>
<tr>
<th>Due Date</th>
<th>For service period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter a date</td>
<td>Choose an item</td>
</tr>
<tr>
<td>Enter a date</td>
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<td>Enter a date</td>
<td>Choose an item</td>
</tr>
<tr>
<td>Enter a date</td>
<td>Choose an item</td>
</tr>
</tbody>
</table>

### 2.3 Accessibility

Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D. Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

### 3. CONSIDERATION AND TERMS OF PAYMENT

#### 3.1 Consideration

STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- **Compensation**
  1. COUNTY will be paid in accordance with Attachment B, Budget, which is attached and incorporated into this CONTRACT.
  2. **Budget Modification**
     - **a.** COUNTY must obtain STATE written approval before changing any part of the budget.
     - **b.** Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
     - **c.** If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- **Travel and subsistence expenses**
  Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner’s Plan. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- **Total obligation**
  The total obligation of STATE for all compensation and

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17 [https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp)
reimbursements to COUNTY shall not exceed enter amount in words dollars ($enter amount in dollars).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE’s authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: enter invoicing schedule. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

b. Federal funds. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that COUNTY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

Pass-through requirements. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).

COUNTY’s Name: enter County name. (Must match the name associated with the Unique Entity Identifier.)

COUNTY’s Unique Entity Identifier (UEI): enter UEI. Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE’s name.

Federal Award Identification Number (FAIN): enter number.

Federal Award Date: enter date. (The date of the award to the MN Dept. of Human Services.)

CONTRACT (subaward) Period of Performance: Start date: See section 1.1 above. End date: See section 1.2 above.

CONTRACT (subaward) Budget Period Start and End Date: enter date.

Amount of federal funds obligated to COUNTY (subrecipient) in this CONTRACT: $enter amount.

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Total amount of federal funds committed to the COUNTY (subrecipient), including this CONTRACT: $enter amount.

Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn: $enter amount.

10. Federal Award Project description: enter text.

11. Name:
   Federal Awarding Agency: enter text.
   MN Dept. of Human Services (DHS)
   Contact information of DHS's awarding official: enter text.

12. Assistance Listings Number & Name (formerly known as CFDA No.): Enter number, enter title, and enter total amount made available at time of disbursement.

13. Is this federal award related to research and development?: ☐ Yes ☐ No

14. Indirect Cost Rate for this federal award is: enter rate (including if the de minimis rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of 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. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 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).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPEMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
d. Any amounts paid by STATE for which COUNTY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this 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 notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE’s receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE’s knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE’s authorized representative for the purposes of administration of this CONTRACT is enter name or successor. Phone and email: enter text. This representative shall have final authority for acceptance of COUNTY’s services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.
7.2. County. COUNTY’s Authorized Representative is [enter name] or successor. Phone and email: [enter text]. If COUNTY’s Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY’s responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [enter name] or successor. Phone and email: [enter text].

8. INSURANCE REQUIREMENTS.
8.1. Worker’s Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The COUNTY’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.

9. LIABILITY.
To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY’S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE’S failure to fulfill its obligations pursuant to this grant.

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.
It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Data Practices Act”) as "not public data” on individuals to COUNTY under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as Attachment click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms
11. INTELLECTUAL PROPERTY RIGHTS.

11.1. 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 COUNTY, 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 COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. 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 STATE and all such Works and Documents must be immediately returned to STATE by COUNTY 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, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. 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 COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. Filing and recording of ownership interests. COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY 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 STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. Duty not to infringe on intellectual property rights of others. COUNTY 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 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against 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. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and
damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

d. Federal license granted. If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.
12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE’s authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY’s website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.
Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit’s completion and a copy provided, if requested.
14.3. Federal audit requirements and COUNTY debarment information.
COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.
COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY’s certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to 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.

COUNTY’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification
1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 C.F.R. 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 CONTRACT 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 C.F.R. 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. part 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.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.

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

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in
17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.
   a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
   b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.
18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.
COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.
20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems
reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**20.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person’s race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. “Person” includes, without limitation, a STATE employee, COUNTY’s employee, a program participant, and a member of the public. “Discriminate” means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity. COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

**20.3 Grants management policies.** COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

**20.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

**21. OTHER PROVISIONS**

**21.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**21.2. Contingency Planning.** This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A Priority 1 function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A Priority 2 function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY 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 STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to 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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Appendix C: Sample State Tribal Nation Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Board on Aging, enter Division ("STATE") and enter Tribal Nation name, an independent grantee, not an employee of the State of Minnesota, located at enter physical address ("TRIBAL NATION").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(7) enter additional authority, has authority to enter into contracts for the following services: enter services.
STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with STATE.
STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with TRIBAL NATION.
TRIBAL NATION represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.
THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date. This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through enter date, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. TRIBAL NATION may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and TRIBAL NATION is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. TRIBAL NATION shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; Ownership of Equipment; State audit.

1.5. Time is of the essence. TRIBAL NATION will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. TRIBAL NATION'S DUTIES.

2.1 Duties. TRIBAL NATION shall perform duties in accordance with Attachment A, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.
TRIBAL NATION shall submit grant progress reports to the STATE on a choose an interval basis.
Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. TRIBAL NATION shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

**Due Date:**
- Enter date
- Choose an item

**For Service Period:**
- Choose an item
- Choose an item
- Choose an item
- Choose an item

2.3 **Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT (MN.IT) Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/) as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards. Any documents, reports, communications, etc. contained in an electronic format that TRIBAL NATION delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

3.1 **Consideration.** STATE will pay for all services satisfactorily provided by TRIBAL NATION under this CONTRACT.

**a. Compensation.**
1. TRIBAL NATION will be paid in accordance with [Attachment B](#), which is attached and incorporated into this CONTRACT.
2. **Budget Modification.**
   a. TRIBAL NATION must obtain STATE written approval before changing any part of the budget.
   b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
   c. If TRIBAL NATION’s approved budget changes proceed without an amendment pursuant to this clause, TRIBAL NATION must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging
and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at the GSA Per Diem Files website. TRIBAL NATION 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. If out-of-state travel is approved, the maximum lodging and meals & incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed enter amount in words dollars (\$ enter amount of contract).

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after TRIBAL NATION submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: enter invoicing schedule. If STATE does not prescribe a form, TRIBAL NATION may submit invoices in a mutually agreed invoice format.

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that TRIBAL NATION is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

*Pass-through requirements.* TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view a table of these obligations in the Health and Human Services Grants Policy Statement,\(^21\) Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and TRIBAL NATION agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).\(^22\)

**TRIBAL NATION’s Name:** enter Tribal Nation name. (Must match the name associated with the Unique Entity Identifier.)

**TRIBAL NATION’s Unique Entity Identifier (UEI):** enter UEI. Effective April 4, 2022, the Unique

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Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match TRIBAL NATION's name.

Federal Award Identification Number (FAIN): enter number.
Federal Award Date: enter date. (The date of the award to the MN Dept. of Human Services or MN Board on Aging.)

CONTRACT (subaward) Period of Performance: Start date: See section 1.1 above. End date: See section 1.2 above.

CONTRACT (subaward) Budget Period Start and End Date: enter date.

Amount of federal funds obligated to TRIBAL NATION (subrecipient) in this CONTRACT: $enter amount.

Total amount of federal funds committed to the TRIBAL NATION (subrecipient), including this CONTRACT: $enter amount.

Total Amount of the Federal Award from which the funds to the TRIBAL NATION (subrecipient) are drawn: $enter amount.

10. Federal Award Project description: enter text.

11. Name:

Federal Awarding Agency: enter text.

MN Dept. of Human Services (DHS) or MN Board on Aging (MBA)

Name and Contact information of DHS’s awarding official: enter name and contact information for authorized representative.

12. Assistance Listings Number & Name (formerly known as CFDA No.): Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.: enter number, enter title, enter total amount made available at time of disbursement.

13. Is this federal award related to research and development?: ☐ Yes ☐ No

14. Indirect Cost Rate for this federal award is: enter rate (including if the de minimis rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by TRIBAL NATION pursuant to this CONTRACT shall be performed to the satisfaction of 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. TRIBAL NATION shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if TRIBAL NATION has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, TRIBAL NATION must pay all subcontractors, within ten (10) calendar days of TRIBAL NATION's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 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).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, TRIBAL NATION agrees to minimize administrative costs as a condition of this grant. TRIBAL NATION shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., TRIBAL NATION shall not invoice
STATE for services that are reimbursable via a public or private health insurance plan. If TRIBAL NATION receives funds from a source other than STATE in exchange for services, then TRIBAL NATION may not receive payment from STATE for those same services. TRIBAL NATION shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.
TRIBAL NATION must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by TRIBAL NATION from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
b. Any amounts paid by TRIBAL NATION to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
d. Any amounts paid by STATE for which TRIBAL NATION’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 2, TRIBAL NATION’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or TRIBAL NATION at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that TRIBAL NATION has breached a material term of the CONTRACT, or when TRIBAL NATION’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this 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 notice to TRIBAL NATION. STATE is not obligated to pay for any services that are provided after the effective date of termination. TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide TRIBAL NATION notice of the lack of funding within a reasonable time of STATE’s receiving that notice.

6.3. Default. If the TRIBAL NATION fails to comply with one or more provisions of this grant contract, the STATE may by written notice claim that the TRIBAL NATION is in default and specify a period of time, not less than fourteen (14) and not more than sixty (60) days from
receipt of notification, by which such alleged default must be corrected. TRIBAL NATION shall
be notified that should such alleged default fail to be corrected within the specified period, or
should the TRIBAL NATION fail to prove the lack of default, the STATE may terminate the
contract. Nothing in this section shall limit the STATE’s right to cancel the grant contract in
accordance with the other provisions of clause 6. Cancellation.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and
PROJECT MANAGER.
7.1. State. STATE’s authorized representative for the purposes of administration of this
CONTRACT is enter nameenter nameenter name or successor. Phone and email: enter text.
This representative shall have final authority for acceptance of TRIBAL NATION’s services and if
such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant
to Clause 3.2.

7.2. Tribal Nation. TRIBAL NATION’s Authorized Representative is enter name or successor.
Phone and email: enter text. If TRIBAL NATION’s Authorized Representative changes at any
time during this CONTRACT, TRIBAL NATION must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) TRIBAL NATION’s responsible
authority for the purposes of complying with data privacy and security for this CONTRACT is
enter name or successor. Phone and email: enter text.

8. INSURANCE REQUIREMENTS.
TRIBAL NATION agrees to at all times during the term of this grant contract to 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 TRIBAL NATION or by a subcontractor or by
anyone directly or indirectly employed by TRIBAL NATION under the grant contract. Upon
execution of this grant contract, TRIBAL NATION shall furnish the STATE with a certificate of
commercial liability insurance.

TRIBAL NATION further agrees to provide acceptable evidence of workers’
compensation insurance coverage.

9. LIABILITY.
In the performance of this grant contract by TRIBAL NATION, or TRIBAL NATION’S agents or
employees, the TRIBAL NATION 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 TRIBAL NATION’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 TRIBAL NATION may have for the STATE’S failure to fulfill its obligation
under this grant contract.
10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.
It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Data Practices Act”) as “not public data” on individuals to TRIBAL NATION under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, TRIBAL NATION will be responsible for its own compliance.
Notwithstanding paragraph a. and b., in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either TRIBAL NATION or STATE.
In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
If TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this CONTRACT, TRIBAL NATION must immediately notify and consult with STATE's Authorized Representative as to how TRIBAL NATION should respond to the request.
Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT. TRIBAL NATION's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
TRIBAL NATION must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as Attachment, click here to enter letter, except that the
parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as Attachment click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. 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 TRIBAL NATION, 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 TRIBAL NATION, its employees, agents, or subcontractors, in the performance of this CONTRACT.

If any copyrightable material is developed in the course of or under this grant, the STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by TRIBAL NATION and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

12. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. PUBLICITY.

13.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the TRIBAL NATION individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the TRIBAL NATION’s website when practicable.
13.2. **Endorsement.** TRIBAL NATION must not claim that STATE endorses its products or services.

14. **AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.**

14.1. **State audit.**
Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. **Independent audit.** If TRIBAL NATION conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit’s completion and a copy provided, if requested.

14.3. **Federal audit requirements and TRIBAL NATION debarment information.** TRIBAL NATION certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, TRIBAL NATION acknowledges that TRIBAL NATION and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. **Debarment by STATE, its departments, commissions, agencies or political subdivisions.**
TRIBAL NATION certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION’s certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION shall provide immediate written notice to 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.

14.5. **Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**
TRIBAL NATION’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore TRIBAL NATION must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

**a. Instructions for Certification**

1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 C.F.R. 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 CONTRACT 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 C.F.R. 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. part 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.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.
15. TRIBAL NATION DATA DISCLOSURE.
Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, TRIBAL NATION understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring TRIBAL NATION to file state tax returns and pay delinquent state tax liabilities, if any.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. TRIBAL NATION will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. TRIBAL NATION shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.
a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to Clause 17.1.
b. This CONTRACT contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1 Competitive bidding and preferred vendors. Unless otherwise approved in writing by STATE, if the TRIBAL NATION subcontracts any portion of the work or services under this contract in excess of $10,000, TRIBAL NATION must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where TRIBAL NATION records at least three (3) bids. TRIBAL NATION must make all
reasonable efforts to work with the following vendors whenever possible:

State Department of Administration's [Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#).

Metropolitan Council’s Targeted Vendor list, the [Minnesota Unified Certification Program](#).

Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the [Central Certification Program](#).

18.2 Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to [prevailing wage](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

TRIBAL NATION, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. TRIBAL NATION shall ensure that the material obligations, borne by the TRIBAL NATION in this CONTRACT, apply as between TRIBAL NATION and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and TRIBAL NATION.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. TRIBAL NATION will not discriminate against any person on the basis of the person’s race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. TRIBAL NATION must refrain from such discrimination as a matter of its contract with STATE. “Person” includes, without limitation, a STATE employee, TRIBAL NATION’s employee, a program participant, and a member of the public. “Discriminate” means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any TRIBAL NATION program or activity.

TRIBAL NATION will ensure that all of its employees and agents comply with Minnesota
Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 **Grants management policies.** TRIBAL NATION must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

20.4 **Conflict of interest.** TRIBAL NATION certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. TRIBAL NATION shall immediately notify STATE if a conflict of interest arises.

21. **OTHER PROVISIONS**

21.1. **Contingency Planning.** This section applies if TRIBAL NATION will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, TRIBAL NATION 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 STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to 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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Appendix D: Sample State University of Minnesota Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Board on Aging, enter division ("STATE") and The Board of Regents of the University of Minnesota, acting through its enter name of Office or Division, an independent grantee, not an employee of the State of Minnesota, located at enter physical address ("UNIVERSITY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) enter additional authority, has authority to enter into contracts for the following services: enter services.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with UNIVERSITY.

UNIVERSITY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL.

1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through enter date, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. UNIVERSITY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and UNIVERSITY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. UNIVERSITY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; Publicity; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. UNIVERSITY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. UNIVERSITY'S DUTIES.

2.1. Duties. UNIVERSITY shall perform duties in accordance with Attachment A, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.
UNIVERSITY shall submit grant progress reports to the STATE on a **choose interval** basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. UNIVERSITY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

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<thead>
<tr>
<th>Due Date</th>
<th>For service period</th>
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<tr>
<td>Enter date</td>
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<td>Enter date</td>
<td>Choose an item</td>
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</table>

### 2.3. Accessibility

Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that UNIVERSITY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to Clause 4.1 of CONTRACT.

### 3. CONSIDERATION AND TERMS OF PAYMENT

#### 3.1. Consideration

STATE will pay for all services satisfactorily provided by UNIVERSITY under this CONTRACT.

**a. Compensation.**

1. UNIVERSITY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
   a. UNIVERSITY must obtain STATE written approval before changing any part of the budget.
   b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
   c. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY’s performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed

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23 [https://mn.gov/mnit/about-mnit/accessibility/](https://mn.gov/mnit/about-mnit/accessibility/)
for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to UNIVERSITY shall not exceed **enter amount in words dollars ($enter number amount of contract)**.

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after UNIVERSITY submits an invoice for services performed and the services have been determined acceptable by STATE’s authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: thirty (30) days after the quarters ending March 31, June 30, September 30 and December 31 of each year of the CONTRACT. If STATE does not prescribe a form, UNIVERSITY may submit invoices in a mutually agreed invoice format.

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to UNIVERSITY. In the event of such termination, UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that UNIVERSITY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

**Pass-through requirements.** UNIVERSITY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, UNIVERSITY may be subject to certain compliance obligations. UNIVERSITY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf), Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and UNIVERSITY agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).

**UNIVERSITY’s Name:** **enter name.** (Must match the name associated with the Unique Entity Identifier.)

**UNIVERSITY’s Unique Entity Identifier:** **enter number.** Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](https://www.sam.gov) to

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uniquely identify business entities and must match UNIVERSITY's name.

Federal Award Identification Number (FAIN): enter number.

Federal Award Date: enter date. (The date of the award to the MN Dept. of Human Services or Minnesota Board on Aging.)

CONTRACT (subaward) Period of Performance: Start date: See section 1.1 above. End date: See section 1.2 above.

CONTRACT (subaward) Budget Period Start and End Date: enter date.

Amount of federal funds obligated to UNIVERSITY (subrecipient) in this CONTRACT: $ enter amount.

Total amount of federal funds committed to the UNIVERSITY (subrecipient), including this CONTRACT: $ enter amount.

Total Amount of the Federal Award from which the funds to the UNIVERSITY (subrecipient) are drawn: enter amount.

10. Federal Award Project description: enter text.

11. Name.

Federal Awarding Agency: enter text.

MN Dept. of Human Services (DHS) or Minnesota Board on Aging (MBA)

Name and Contact information of DHS's or MBA's awarding official: enter text.

12. Assistance Listings Number & Name (formerly known as CFDA No.): enter number, enter title, enter total amount made available at time of disbursement.

13. Is this federal award related to research and development?: ☐ Yes ☐ No

14. Indirect Cost Rate for this federal award is: enter rate (including if the de minimis rate is charged.);

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by UNIVERSITY pursuant to this CONTRACT shall be performed to the satisfaction of 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. UNIVERSITY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if UNIVERSITY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, UNIVERSITY must pay all subcontractors, within ten (10) calendar days of UNIVERSITY’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 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).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 168.98, subd. 1, UNIVERSITY agrees to minimize administrative costs as a condition of this grant. UNIVERSITY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., UNIVERSITY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If UNIVERSITY receives funds from a source other than STATE in exchange for services, then UNIVERSITY may not receive
payment from STATE for those same services. UNIVERSITY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.
UNIVERSITY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by UNIVERSITY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
b. Any amounts paid by UNIVERSITY to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
d. Any amounts paid by STATE for which UNIVERSITY’s books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 2, UNIVERSITY’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.
6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that UNIVERSITY has breached a material term of the CONTRACT, or when UNIVERSITY’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this 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 notice to UNIVERSITY. STATE is not obligated to pay for any services that are provided after the effective date of termination. UNIVERSITY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide UNIVERSITY notice of the lack of funding within a reasonable time of STATE’s receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE’s knowledge of a curable material breach of the CONTRACT by UNIVERSITY, STATE shall provide UNIVERSITY written notice of the breach and ten (10) days to cure the breach. If UNIVERSITY does not cure the breach within the time allowed, UNIVERSITY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If UNIVERSITY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.
6.4. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.
7.1. STATE. STATE’s authorized representative for the purposes of administration of this CONTRACT is [enter name] or successor. Phone and email: [enter phone and email]. This representative shall have final authority for acceptance of UNIVERSITY’s services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. UNIVERSITY. UNIVERSITY’s Authorized Representative is [enter name] or successor. Phone and email: [enter phone and email]. If UNIVERSITY’s Authorized Representative changes at any time during this CONTRACT, UNIVERSITY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) UNIVERSITY’s responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [enter name] or successor. Phone and email: [enter phone and email].

8. INSURANCE REQUIREMENTS.
8.1. Insurance. UNIVERSITY shall maintain the full range of insurance provided through the Regents of the University of Minnesota, including comprehensive general liability insurance in an amount not less than what is required by law or regulation. UNIVERSITY shall provide evidence of such coverage upon request.

8.2. Worker’s Compensation. The UNIVERSITY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The UNIVERSITY’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.

9. LIABILITY.
To the extent provided under the Tort Claims Act, Minnesota Statutes, section 3.736, UNIVERSITY agrees to hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this grant by UNIVERSITY or UNIVERSITY’S agents or employees. This clause shall not be construed to bar any legal remedies UNIVERSITY may have for the STATE’S failure to fulfill its obligations pursuant to this grant.

10. RETENTION OF DOCUMENTS.
Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or documents prepared by UNIVERSITY in the performance of its obligations under this grant shall be remitted to the STATE by UNIVERSITY upon completion, termination or cancellation of this grant. Nothing in this article shall be construed to limit the UNIVERSITY’S obligation to comply with the Minnesota Government Data Practices Act, Minnesota
11. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to UNIVERSITY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

It is expressly agreed that UNIVERSITY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, UNIVERSITY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, UNIVERSITY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If UNIVERSITY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, UNIVERSITY will be responsible for its own compliance.

Notwithstanding paragraph a. and b., in its capacity as UNIVERSITY under this CONTRACT, UNIVERSITY must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. UNIVERSITY will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either UNIVERSITY or STATE.

In its capacity as UNIVERSITY under this contract, UNIVERSITY is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

If UNIVERSITY receives a request to release data created, collected, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this CONTRACT, UNIVERSITY must immediately notify and consult with STATE's Authorized Representative as to how UNIVERSITY should respond to the request.

Under this CONTRACT, UNIVERSITY is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this CONTRACT.

UNIVERSITY’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

UNIVERSITY must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this CONTRACT.

11. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement Terms and Conditions", which is attached and
incorporated into this Contract as Attachment Click here to enter letterClick here to enter letterClick here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

11. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as Attachment Click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

12. [OPTION 1] INTELLECTUAL PROPERTY RIGHTS.
12.1. 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 UNIVERSITY, 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 UNIVERSITY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

12.2. Ownership. 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 STATE and all such Works and Documents must be immediately returned to STATE by UNIVERSITY 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, UNIVERSITY must cite the data, or make clear by referencing that STATE is the source.

12.3. Responsibilities.

a. 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 UNIVERSITY, including its employees and subcontractors, and are created and paid for under this CONTRACT, UNIVERSITY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. UNIVERSITY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. Filing and recording of ownership interests. UNIVERSITY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. UNIVERSITY 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 STATE, and that neither UNIVERSITY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
c. **Duty not to infringe on intellectual property rights of others.** UNIVERSITY 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 9, UNIVERSITY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at UNIVERSITY’s expense, from any action or claim brought against 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. UNIVERSITY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in UNIVERSITY’s or STATE’s opinion is likely to arise, UNIVERSITY must, at STATE’s discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. **[OPTION 2] INTELLECTUAL PROPERTY RIGHTS.**

12.1. **Joint ownership.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the UNIVERSITY and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks or other materials whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, and subcontractors, either individually or jointly with others in the performance of this Contract. DOCUMENTS shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, or subcontractors, in the performance of this Contract. The ownership interests of the State and the University in the WORKS and DOCUMENTS shall equal the ratio of each party’s contributions to the total described in the budget of this Contract, except that the STATE’S ownership interests in the WORKS and DOCUMENTS shall be not be less than 50 percent (50%). The party’s ownership interesting the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.

12.2 **Notification:** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the UNIVERSITY, including its employees and contractors, in the performance of this Contract, the UNIVERSITY shall immediately give the STATE’S Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark
applications and/or registrations shall be the joint decision of UNIVERSITY and STATE, and the costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by STATE.

12.3 Representation: The UNIVERSITY shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole joint property of the UNIVERSITY and the STATE as agreed herein, and that no UNIVERSITY employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The UNIVERSITY represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others. The UNIVERSITY shall indemnify, defend, and hold harmless the STATE, at the UNIVERSITY’S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or parts of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The UNIVERSITY shall 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 UNIVERSITY’S or the STATE’S opinion is likely to arise, the UNIVERSITY shall, at the STATE’S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.

12.4. Uses of the works and documents: The STATE and UNIVERSITY shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS shall be authorized without a future written contractual agreement between the parties.

12.5. Possession of the documents: The original DOCUMENTS may remain in the possession of the UNIVERSITY. The STATE may inspect any of the DOCUMENTS at any reasonable time. The UNIVERSITY shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.

12.6. Survivability: The rights and duties of the STATE and the UNIVERSITY provided for above shall survive the expiration or cancellation of this Contract.

12.7. Federal license granted. If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

13. PUBLICITY.

13.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE’s authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media,
and similar public notices prepared by or for the UNIVERSITY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the UNIVERSITY’s website when practicable.

13.2. **Endorsement.** UNIVERSITY must not claim that STATE endorses its products or services.

14. **VOTER REGISTRATION REQUIREMENT.**

UNIVERSITY certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by UNIVERSITY. Voter Registration materials can be found at the Secretary of State’s [website](https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/).

15. **OWNERSHIP OF EQUIPMENT.**

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

16. **AUDIT REQUIREMENTS AND UNIVERSITY DEBARMMENT INFORMATION.**

16.1 State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the UNIVERSITY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

16.2. **Independent audit.** If UNIVERSITY conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit’s completion and a copy provided, if requested.

16.3. **Federal audit requirements and UNIVERSITY debarment information.**

UNIVERSITY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, UNIVERSITY acknowledges that UNIVERSITY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

16.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

UNIVERSITY certifies that neither it nor its principles are presently debarred or suspended by the
State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. UNIVERSITY’s certification is a material representation upon which the CONTRACT award was based. UNIVERSITY shall provide immediate written notice to 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.


UNIVERSITY’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore UNIVERSITY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, 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 CONTRACT 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 CONTRACT 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 C.F.R. 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 CONTRACT 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. part 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.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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 CONTRACT.

17. UNIVERSITY DATA DISCLOSURE.
Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, UNIVERSITY understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring UNIVERSITY to file state tax returns and pay delinquent state tax liabilities, if any.

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

19. CLERICAL ERRORS AND NON-WAIVER.
19.1. Clerical error. Notwithstanding Clause 20.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. UNIVERSITY will be informed of errors that have been fixed pursuant to this paragraph.

19.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

20. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

20.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be
executed by the same parties who executed the original CONTRACT, or their successors in office.

**20.2. Assignment.** UNIVERSITY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

**20.3. Entire Agreement.**

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 20.1.

b. This CONTRACT contains all negotiations and agreements between STATE and UNIVERSITY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**20.4. Drafting party.** The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

**20.5. Prevailing wage.** For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 through 177.44; consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**20.6. Debarred vendors.** In the provision of goods or services under this CONTRACT, UNIVERSITY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, UNIVERSITY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

**21. SUBCONTRACTS.**

UNIVERSITY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. UNIVERSITY shall ensure that the material obligations, borne by the UNIVERSITY in this CONTRACT, apply as between UNIVERSITY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and UNIVERSITY.

**22. LEGAL COMPLIANCE.**

**22.1. General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems

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27 [http://www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp)
reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

22.2. Grants management policies. UNIVERSITY must comply with required Grants Management Policies and procedures set forth through Minnesota Statutes, section 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

22.3. Conflict of interest. UNIVERSITY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. UNIVERSITY shall immediately notify STATE if a conflict of interest arises.

23. OTHER PROVISIONS
23.1. No Religious Based Counseling. UNIVERSITY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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