

# Minnesota Board on Aging Request for Proposals to Provide Regional and Local Projects for Public Awareness, Education and 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:**

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# 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: (1) increase awareness of Alzheimer's disease and other dementias; (2) promote the benefits of early identification; (3) increase the rate of cognitive testing; and (4) connect individuals' caregiving for persons with dementia to education and resources.

Proposals are limited to regional and local grants, as defined by the Minnesota Legislature.<sup>1</sup> Statewide proposals are not eligible. The term of any resulting contract is anticipated to be up to 24 months, from July 1, 2026 to June 30, 2028. The maximum total grant award is one hundred and fifty thousand dollars (\$150,000). A twenty-five percent (25%) match is required for requests between fifty thousand and one dollar (\$50,001) and 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, for-profit entities, 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. In State Fiscal Year 2027, MBA will prioritize Responders who are first-time applicants for Regional and Local Dementia Grants and/or have not received prior funding; applications proposing to reach underserved populations or regions of the State are also a priority in State Fiscal Year 2027. Responders may submit more than one proposal from the same organization, but the project content and budget in each application must be clearly distinct.

## 1.2 Proposal Due Date

**Proposals must be submitted by March 20, 2026, at 4:00 p.m. Central Time.**

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, section 256. 975](#).<sup>2</sup> The legislation created a competitive grants program administered by the MBA that focuses on dementia and its impacts on persons with dementia, family, friends, and

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<sup>1</sup> [Minnesota Statutes, section 256. 975, subdivision 11.](#)

<sup>2</sup> <https://www.revisor.mn.gov/statutes/?id=256.975>

neighbors who are caregiving, and dementia's impact on communities.

## **Population**

According to the 2025 Alzheimer's Disease Facts and Figures<sup>3</sup> report, approximately 166,000 Minnesotans provide over 228 million hours of unpaid care to family, friends and neighbors with Alzheimer's or other dementias. Nearly 200,000 Minnesotans over the age of 65 have Alzheimer's disease. Alzheimer's Disease and Other Related Dementias (ADRD) can create emotional, social, and even physical challenges for family, friends and neighbors who are caregiving. ADRD can impact caregivers' finances, living situation, and mental and physical well-being. Family, friends, and neighbors who are caring 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 caregiving may need education, counseling, and support to continue their caregiving role.

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 LGBTQI+ 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, most 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 considering the diversity of populations in Minnesota whose ethnic, cultural, language (including American Sign Language), social status, disability status, sexual orientation, gender identity, residential status, or other factors might indicate that specialized services will aid the populations in reaching their full health potential. The State of Minnesota is committed to promoting health equity so that all Minnesotans can realize their highest health potential.

The State 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. The State is working towards a Minnesota where every older resident feels safe, secure, valued and

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<sup>3</sup> [2025 Minnesota Alzheimer's Statistics](#)

respected.

## **Best Practices**

In 2009, the Minnesota Legislature directed the MBA 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. Members of the ADGW Working Group subsequently established ACT on Alzheimer's, a statewide initiative to prepare communities to support people with Alzheimer's Disease and other dementias.<sup>4</sup>

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](#).

As one of ACT's goals to equip communities to become "dementia capable," more than 31,000 Minnesotans have become "Dementia Friends" and help create a supportive environment for people living with Alzheimer's and their families. These community members do so with the support of Minnesota's Area Agencies on Aging (AAAs) and the Alzheimer's Association. 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 community readiness for the disease.

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 multiple health systems and can be accessed at <https://www.actonalz.org/medical-providers>. The tools have been infused with a health equity lens and offer options to aid providers in being culturally responsive.

The State, [Minnesota Aging Pathways](#) (formerly 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.

## **1.4 Funding Availability**

- Total Funding Available: \$750,000

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<sup>4</sup> Act on Alzheimer's, Trellis <https://trellisconnects.org/act-on-alzheimers-community-information/>

- Grant Term: Up to 24 months
- Maximum Total Request: \$150,000
- Grant Matching Requirement: 25% match of total project cost for requests of \$50,001 - \$150,000

Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. If selected, Responders may only incur eligible expenditures when the contract is fully executed, and the grant has reached its effective date.

## 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 procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

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 of less than fifty thousand dollars (\$50,000) do not require matching funds. Projects with estimated budgets between fifty thousand and one dollar (\$50,001) and one hundred and fifty thousand dollars (\$150,000) require a twenty-five (25) percent match of the total project budget.

All projects must perform work within one or more of the project focus categories listed in the following section. Funding is intended for regional and local projects and initiatives targeted to a designated community, which may consist of a specific geographic area or population.

#### **Project Focus Categories** (choose one or more)

Eligible projects for this funding will fall under the following four categories. Responders may choose more than one category depending upon their approach.

**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.

**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.

### **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, to reduce stigma, 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. Even though 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 accessing community-based resources may extend the length of time a person with diagnosed dementia can remain in their home and local community.<sup>5</sup>

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<sup>5</sup> The Wisconsin Department of Human Services created a [Memory Screening in the Community](#) manual (2022) with helpful information and sample screening tools suited to use by non-clinical community-based organizations (available online and as downloadable PDFs at

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 research shows a connection to cognitive disorders).

### **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. Work in this category 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.<sup>6</sup>

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 caring for individuals with ADRD to services, education, and resources.

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

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<https://www.dhs.wisconsin.gov/dementia/memoryscreening.htm>).

<sup>6</sup> Information and resources about cognitive assessment and appropriate tools can be accessed on the [Cognitive Screening and Assessment](#) page of the Alzheimer's Association website.



direct services to the family, friends, and neighbors who are caregiving, educational sessions about caregiving and dementia, provide resource contacts, or connect individuals and their caregivers with helpful assistive technology.

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 home and community-based services; dealing with difficult behaviors; advanced care planning, workforce issues and financial planning; ethics, etc. 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.

- In State Fiscal Year 2027, MBA shall prioritize applications focusing on Category 2 Promote Early Identification and/or Category 3 Increase Cognitive Testing.

Responders proposing work in Category 2 and/or Category 3 should identify in their proposal the specific community(ies) or populations in which screening and testing activities will take place. Responders must also identify appropriate screening tools based on focus community or population. Likely referral partners must also be identified, in the event that participant screening results suggest additional cognitive testing is recommended. During the contract negotiation process, Respondents and their referral partners may be asked to complete a Memorandum of Understanding (MOU) for shared project deliverables.

- In State Fiscal Year 2027, MBA shall also prioritize Responders who are first-time applicants for Regional and Local Dementia Grants and/or have not received prior funding; applications proposing to reach underserved populations or regions of the State are also a priority in State Fiscal Year 2027.

**Best Practices:** Incorporating Evidence-Based or Evidence-Informed Programs for Families, Friends and Neighbors Caregiving for Persons with Memory Loss

Responders can maximize their score by implementing evidence-based programs or interventions for family and friend caregivers and/or their care recipient.

**Interventions should be appropriate for family, friends and neighbors caregiving for a person with ADRD.** Respondents can consult the Benjamin Rose Institute's [online database](#) of programs suited for various populations, including persons with dementia and/or their family and friend caregivers. The National Council on the Aging (NCOA) also maintains a [database](#) of evidence-based interventions.

Program examples include REACH (Resources for Enhancing Alzheimer's Caregiver Health), REACH II, and Tai Ji Quan: Moving for Better Balance®. Powerful Tools for Caregivers is also appropriate if intended for caregivers of persons with memory loss. For programs or projects proposing to offer respite, the dementia-capable, evidence-informed REST™ (Respite Support and Education Tools) is also an option.

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.

Proposing to implement at least one evidence-based or evidence-informed program suited to dementia caregivers and/or care recipients will be worth one hundred (100) of the total three hundred (300) points available in 4. Project goals, Objectives and Workplan section of the application.

Reasonable and identifiable costs for staff or volunteer training, materials, and licensing/certification to implement evidence-based or evidence-informed programs are allowable. Allowable costs also include offering respite services for care recipients while caregivers attend programs.

### **Technical Assistance**

The following Resource Advisors are suggested for Responders in developing Proposals:

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 Regional and Local Dementia Grants. They do not assist with writing of grants.

### **2.2 Tasks and Deliverables**

1. Meet timelines and production parameters included in submitted proposal;
2. Provide required quarterly project progress narrative and financial reimbursement reports in a timely manner as set forth by the STATE;
3. Comply with all applicable state and local laws;
4. 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:
  - A. MBA Older Adult Programs Training Center (Registration website for Dementia Capability, Caregiver Consultation and Cultural Responsiveness Training);<sup>7</sup>
  - B. ACT on Alzheimer's ([website for ACT on Alzheimer's](#));<sup>8</sup> and
  - C. Alzheimer's Association of Minnesota/North Dakota ([website for Alzheimer's](#)

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<sup>7</sup> [TrainLink Home Page \(state.mn. us\)](#)

<sup>8</sup> [ACT on Alzheimer's](#)

[Association of Minnesota/North Dakota\)](#)<sup>9</sup>

5. Participate in use of social media tools: social media tools may include, but are not limited to blogs, Instagram, YouTube, X, Facebook, FLICKR, LinkedIn, and podcasts
6. 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."
7. Staff delivering dementia education, screening services, caregiver services and respite services must complete Minnesota Board on Aging (MBA) or Area Agency on Aging (AAA) or other training related to these topics or show proof of prior completion.
8. Participate in one or more monitoring visits during the grant period, as requested by the STATE and cooperate with a financial reconciliation of one quarter of expenses. Awards greater than \$50,000 receive a visit and financial reconciliation at least once before final payment; projects awarded more than \$250,000 receive annual monitoring visits and must complete at least one quarterly financial reconciliation prior to issuance of final payment.
9. Attend and participate (presentation and/or ePoster session) in MBA Board Meetings or an equivalent as identified by the State; and
10. 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 health care providers;
3. Increase the number of older Minnesotans seeking cognitive testing;
4. Achieve project goals and outcomes outlined in the project work plan;
5. Strengthen current community relationships and partnerships to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive impairment;
6. 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
7. Connect individuals who are caregiving to services, education, or other

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<sup>9</sup> Minnesota-North Dakota Chapter | Alzheimer's Association

resources.

## 2.3 Collaboration

To aid in maximizing their overall 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, 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).

## 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," 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](mailto: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 the following components. Each of these components must be addressed separately.

Proposal Components	RFP Section
Executive Summary	3. 2(1)
Description of the Applicant Organization	3. 2(2)
Description of Priority Population	3. 2(3)
Project Goals, Objectives & Workplan	3. 2(4)
Evaluation Plan	3. 2(5)
Budget Proposal	3. 2(6)

Proposal Components	RFP Section
Professional Responsibility and Data Privacy	3. 2(7)
Required Statements and Forms	3. 3(8)

### 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.

**1. Executive Summary** (25 points; *maximum 1,400 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](#).<sup>10</sup>
- Project/Program goal;
- List of Objectives; and
- List of 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 programs and activities of the organization;
- The number of people served;
- Geographic area served;
- Population served;
- Staff experience, including:
  - Prior Dementia Training and with Certificates uploaded
  - Dementia Knowledge Capture Form (download form by visiting this

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<sup>10</sup> <https://mn4a.org/agencies/>

[website](#) and clicking on Dementia Knowledge Capture Form;

- Summary of relevant agency 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.

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.

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

To aid in maximizing their overall 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).

**3. Description of Priority 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.

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

This grant will serve:

- Racial and ethnic communities
- LGBTQI communities
- Native Americans
- Disability status

- Veterans
- Geographic diversity within and across Minnesota – including greater Minnesota, urban/metro.

Grant outcomes will include:

- Increased awareness of Alzheimer's disease and other dementias
- Increased rate of cognitive testing
- Promoting the benefits of early identification
- Connecting family, friends and neighbors who are caregiving with education, support and resources

Grantee will measure performance in serving the diverse populations identified above by completing quarterly progress reports that align with the populations targeted for service.

Describe the level of need for services in the community and what group or groups of individuals will be targeted for services by the Responder's program. Describe how Responder's program will serve diverse populations, and especially populations experiencing inequities and/or disparities in this area. Be sure to address any underserved populations specifically identified in this RFP.

If Responder is proposing work focused on a specific diverse or underserved population listed above—and if the Responder's staff is not representative of those community—the proposal and supporting budget must include a Cultural Consultant from that community.

Discuss whether the program and activities will have a local or regional impact, and whether they will serve low-and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach the target population. Briefly identify any anticipated barriers or challenges that could impact your plan.

Include a description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how the programs and activities will positively impact the target population. Responder may provide examples, performance measures, and desired outcomes based on project focus area(s) identified.

**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 two (2) and no more than four (4) program Objectives to meet identified focus categories. **The proposed Objectives will be used to measure progress and demonstrate the program's effectiveness.** Discussion of Objectives will carry forward to the grantee's quarterly reports so that all projects and programs will be measured specifically on self-identified components and targets.



Within your workplan, propose and describe specific milestones and outcomes that will be used to demonstrate the program's effectiveness. All Proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Workplans should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities, and the timeframe for completion of specific objectives. 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 task(s) that need to be accomplished to meet a specific Objective and desired outcomes.
- People Responsible: For each objective, list proposed staff members' names and titles, if available, and any other stakeholders, including their names, titles, and organization that they are with. If specific names and titles are not yet available, please identify likely functional roles of staff and partners involved in the project.
- Outcome: Detail specific results of each Objective that include intended impact (change in behavior, knowledge, or conditions) plus relevant metrics (numbers) on participants reached or service units delivered.
- Estimated Start and End Dates for each Objective: Generally, Objective start and end dates should be incremental in regard to the overall project (that is, not just the entire timeframe of the grant).

Describing plans to implement at least one evidence-based or evidence-informed program will be worth one hundred (100) of the total three hundred (300) points available in this Section 4.

**5. Evaluation Plan** (100 points; *maximum 3,500 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. Also describe the value of any coordination across service providers and any secondary benefits that you anticipate 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. Describe and explain the proposed use of the grant funds and any applicable matching funds. Identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting entity. The explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must correspond to the proposed program activities, and must specify how the amounts for each budget item were determined.

A twenty-five (25) percent match of the project total budget is required on estimated budgets between fifty thousand and one dollar (\$50,001) and one hundred and fifty thousand dollars (\$150,000). No match is required for budgets equal to or less than fifty thousand dollars (\$50,000). **Please ensure that match needed is calculated correctly by consulting the examples and match formula on pages 18-19 of this document.**

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 SFY 2027 Dementia Grant Budget form can be found on the Dementia Grant [website](#) and is also located as a download within the online proposal. This form must be used by Responders to create their budget Proposals. Please complete each Tab within the form.

#### 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, 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. If specific staff name is not known, please indicate proposed functional role instead.

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

Budget justification: Specify the key staff by their first and last name, or by functional

role. Do not group staff together. Enter each individual (or role) 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. Please review all insurance requirements for consultants and contractors.

**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 68-70).

All out-of-state travel and lodging require prior STATE approval if STATE funds are used. Do not include travel expenses for consultant, sub-contractor, or Responder's clients under travel. Specify the total number of trips, destinations, purpose, lengths of stay, subsistence allowances, and transportation costs (including mileage rate).

**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 considered utilizing a professional printing service for design and high-quality print production values intended for professional-level brochures, annual reports, and manuals. If this is the intent, printing is not an allowable line-item cost. However, photocopying or digital printing—a copy made on a copying machine and used in daily office operations—is allowable. Use of an outside, third-party copy service (e. g., a FedEx Office or Rapid Printing) is allowable if the applicant's copy needs exceed capacity of its own in-house printer).

**Equipment:** For all Responders, “equipment” is non-expendable tangible personal property having a useful life of more than one year and acquisition cost of ten thousand dollars (\$10,000) or more per unit. If the item does not meet the ten thousand dollars (\$10,000) 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 sub-grantees. 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. 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. Please refer to the STATE'S insurance requirements for all contractors, including individual or independent contractors.

**Other:** Costs not included in the above line items. Such costs, where applicable, may include but are not limited to: employee insurance, medical, and dental costs; required STATE coverage insurance costs for Responder and Contractors for full grant period; rentals/lease; computer use; reasonable accommodations costs such as sign language interpreters, real-time captioning, captioning and audio description for videos of any length posted on Responder website or on social media channels; Braille materials; training and staff development costs (i.e., registration fees).

If a cost does not clearly fit under another category but it qualifies as an allowable cost, please place in the "Other" category.

- Budget justification: Provide an explanation for items in this category. For staff development related costs (e.g., workshops, training seminars), explain all fees and costs for overnight lodging and travel, if applicable. For client transportation costs, provide a formula that includes the number of units, costs per unit, number of recipients, and term of service.

Building space costs and utilities for organizations who request less than fifty thousand and one dollar (\$50,001) 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; 1,500 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 .73 = \$73.00 - 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 Dementia Grants with requested funding between fifty thousand and one dollar (\$50,001) 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 equal to or 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, 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. Proposals with incorrectly calculated match figure may lose points.

State Funds Requested \* Match Requirement = Minimum Amount of Match

Required Inverse Match Percentage

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

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

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:

State Funds Requested	Match Required Using Above Formula	Total Budget for Budget Proposal
\$150,000	\$50,000	\$200,000
\$100,000	\$33,333	\$133,333
\$50,001	\$16,667	\$66,667

No match is required for budgets equal to or less than fifty thousand dollars (\$50,000).

**Allowable Match:** Cash on hand; equity loans (secured bank loan), individual donations; foundation and non-state grant awards; other cash donations from non-state third parties (i. e. , cash contributions from partner organizations); 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 the grantee's share of construction costs; personnel time given to project; consulting fees; use of existing equipment or materials/supplies donated.

Volunteer time is defined here as the estimated dollar value (wage plus benefits) if the organization had to hire an individual to complete the task. If dollar value is unknown, use [Independent Sector](#) as reference.

**Unallowable Match:** STATE funds means-tested direct services payments (e.g. , Alternative Care (AC), Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), Developmental Disabilities (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.

## 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.)

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 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 and submit them as the Required Statements section of the online proposal. **You must use the current forms, all of which are available on the MBA Dementia Grant Application [website](#).**

Failure to submit a Required Statement using the most current forms is done at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the proposal for "nonresponsiveness." MBA accepts DocuSign electronic signatures or scanned wet signatures for the required statements; please ensure you are completing all forms with current year information and dates.

- a. Responder Information and Declarations: (MBA-7020-ENG): MBA Responder Information Declarations Form 7020

Complete and submit the "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 (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 in the attached Sample Contract should note 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.

Form 7018 now 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 <https://sam.gov/entity-registration>.

- d. Documentation to Establish Financial Stability (MBA 7896-ENG): MBA Documentation to Establish Financial Stability Form 7896

Minnesota Statutes, section 16B. 981/Laws of Minnesota 2023, chapter 62, article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more.

All grantees as defined in Minnesota Statutes, section 16B. 981, subdivision 1(c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of \$50,000 and higher.

The information collected under this section will be used in STATE's determination of the award of the contract. Responder must complete the "Documentation to Establish Financial Stability" form and submit the form with its Proposal. STATE will request the applicable documentation upon its determination that Responder is a finalist in the solicitation process.

### **3.4 Insurance Requirements**

Responders should review Insurance Requirements outlined below. If Responders will not meet the STATE'S required insurance requirements for the full term of a contract, Responders may include cost of acquiring needed insurance coverages in their grant request.

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 (and as required, beyond the end of a contract date for specific coverages). GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Worker's Compensation.** The GRANTEE certifies that it is in compliance with Minnesota Statutes, section 176. 181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. 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.

**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.

**Employee Theft and Dishonesty Policy.** GRANTEE agrees to keep in force a blanket employee theft and 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 and 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 and employee dishonesty coverage may grantees provide blanket employee theft and 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 and employee dishonesty insurance.

**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.

**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.

**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.

## **4. RFP PROCESS**

### **4.1 Responders' Conference**

A Responders' Conference will be held via Microsoft TEAMS on Wednesday, January 7, 2026, 1:00 – 3:30 p.m. (Central Time)

[Join the meeting now](#)

Meeting ID: 279 197 918 397 5

Passcode: QH3Ud3Lx

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Dial in by phone

+1 651-395-7448,748024395# United States, Minneapolis

[Find a local number](#)

Phone conference ID: 748 024 395#

Join on a video conferencing device

**Tenant key:** [mn@m.webex.com](#)

Video ID: 116 274 732 2

[More info](#)

The link will become active approximately 10 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 during the Responders' Conference will be posted to the [MBA Regional and Local Dementia Grants](#) page after the Conference. Responses to questions emailed after the Responders' Conference will be posted every other week.

## 4.2 Responders' Questions

Written responses to questions asked during the live streaming Responders' Conference will be posted to the [MBA Regional and Local Dementia Grants](#) page one week after the Conference.

Responses to questions emailed after the Responders' Conference will be posted every other week, up through March 6, 2026, on the [MBA Dementia Grant website](#). All questions must be addressed to:

MBA Dementia Grants SFY 2027 - QUESTION(S)  
Attention: Jane Cunningham  
[Jane.E.Cunningham@state.mn.us](mailto: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.

## 4.3 Proposal Submission

**State Fiscal Year 2027 Dementia Grant Proposals must be submitted electronically by March 20, 2026, at 4:00 p. m. Central Time.** Responders must submit an online proposal through the MBA grant portal accessible on this [page](#).

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 will be evaluated 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.

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 MBA member will be on the evaluation team. Assistance could include, but is not limited to, the initial mandatory requirements review, contacting references or answering technical questions from evaluators.
- 3. The STATE reserves the right to alter the composition of the evaluation team and their specific responsibilities.

## **5.3 Evaluation Phases**

At any time during the evaluation phases, STATE may, at STATE's discretion, contact Responders to (1) provide 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. Reference checks may also be made at this time. However, there is no guarantee that 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 section 3.3 to move to Phase II.

Required Statements (MBA forms 7018, 7019, 7020, and 7896) can be downloaded from the online application portal or accessed from the MBA [web page](#). In order to pass Phase I review, all components of each form must be completed as directed.

Failure to provide all information requested within a form will result in disqualification (i.e., application will not be brought forward for review).

## 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	Possible Points
1. Executive Summary	25
2. Description of the Applicant Organization	100
3. Description of Target Population	175
4. Project goals, objectives and workplan	300
5. Evaluation Plan	100
6. Budget proposal	300
Total Possible Points	1000

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.

The STATE shall divide the state of Minnesota into specific geographic regions defined by the planning and service areas of the [Area Agencies on Aging](#).<sup>11</sup> 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

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<sup>11</sup> <https://mn.gov/board-on-aging/about-us/area-agencies/>

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. Grants management policies.** All awarded Responders 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.

**D. 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.

**E. 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.

**F. 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 State of Minnesota Accessibility Standard<sup>12</sup> effective September 1, 2010, as updated on July 1, 2024. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2. 1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with MN. IT Services Accessibility Standards (The relevant requirements are contained under the Quick Cards 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.

Responders must be prepared to incur any additional costs involved with required close-captioning and audio-description for all informational, educational, or promotional videos hosted on the responder's website or on public social media (e.g., Responder's YouTube Channel).

Regional and Local Dementia Grant Responders may build in the anticipated accessibility requirement costs into their grant budget request. For example, if an applicant is proposing to create short educational videos, funds should be requested, if needed, to comply with accessibility standards around close-captioning and audio-description.

## 7. STATE'S AUTHORITY

1. STATE may:

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<sup>12</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

- 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;
- 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.





## **8. SAMPLE Minnesota Board on Aging Grant Contract**

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

### **RECITALS**

STATE, pursuant to Minnesota Statutes, section 256.975, subdivision 11, has authority to enter into contracts for the following services: [Click here to enter services](#).

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) [Click here](#) to enter additional authority if applicable, has authority to enter into contracts for the following services: [Click here to enter services](#).

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 (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 (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 [Minnesota Statutes, section 16B.98, subdivision 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 or termination 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.

GRANTEE shall also perform the additional duties below:

- a. **Training.** GRANTEE shall participate in Dementia Capability Training and grantee program and financial reporting training as required by STATE.
- b. **Site Visit.** GRANTEES awarded more than \$50,000 shall participate in at least one site visit during or sixty (60) days prior to the conclusion of the grant period, as requested by STATE staff.
- c. **Website.** GRANTEE shall update GRANTEE's website to share the value of services provided to include exploring e-commerce options such as PayPal or similar functionality to incorporate into the website so individuals may purchase online.
- d. **Grantee Social Media.** GRANTEE shall share lessons learned throughout the grant period and strengthen the connection between the GRANTEE and consumers by integrating at least one social media tool into grant's communication strategy. Social media tools may include, but are not limited to blogs, Instagram, YouTube, Twitter, Facebook, FLICKR, LinkedIn, smart phone applications, and podcasts.
- e. **STATE Social Media.** GRANTEE shall share lessons learned and grant progress throughout the grant period by participating in MN Board on Aging Facebook Account the MN Home and Community-Based Services (Aging) group discussion on LinkedIn and other web applications as requested. An invitation to join the LinkedIn group will be sent upon completion of this agreement.
- f. **MinnesotaHelp.info.** GRANTEE will register grant-funded services with MinnesotaHelp.info (<https://www.minnesotahelp.info/ProviderPortal/ProviderContact>), an online directory of local services and providers enabling older adults in Minnesota to remain in their home own home and community.
- g. **Promotional Materials.** GRANTEE will provide STATE staff with copies or screenshots of all program or service promotional materials for review at least two weeks prior to public printing or posting.
- h. **Project Evaluation.** GRANTEE shall be available to participate in project evaluation for one year after the completion of this agreement upon request from the State.

- i. **Caregiver Consultation.** GRANTEE shall attend Caregiver Consultation training annually from the Minnesota Board on Aging if GRANTEE is providing Caregiver Consultations to eligible caregivers of people enrolled in Elderly Waiver, Alternative Care Waiver or Essential Community Supports.

Definition of Caregiver Consultation: A service designed to support caregivers and assist them in their decision-making and problem solving. Consultants are service providers that are degreed and/or credentialed as required by state policy, trained to work with older adults and families and specifically to understand and address the complex physical, behavioral and emotional problems related to their caregiver roles. Caregiver Consultants will conduct a Caregiver Assessment with caregivers receiving ongoing support. Caregiver Consultants meet the Minnesota Board on Aging Title III-E Caregiver Consultant Standards and Competencies. This includes counseling to individuals or group sessions. Counseling is a separate function apart from support group activities.

## 2.2. Grant Progress Reports.

GRANTEE shall submit **Choose a period** grant progress reports to the STATE. 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:

Due Date	For service period
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>
<b>Click here to enter date</b>	Prior <b>Choose a period</b>

## 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 [State of Minnesota Accessibility Standard](#),<sup>13</sup> as updated on July 1, 2024. This standard requires, in part, compliance with

<sup>13</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard 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.
3. GRANTEE must obtain STATE written approval before changing any part of the budget.
4. 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.
5. 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, Chapter 15.14 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.

##### c. Total obligation. The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed Click here to enter amount in words dollars (\$).

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<sup>14</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- 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: [Click here to enter invoicing schedule.](#)

If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.

Due Date:	For Service Period:
October 15, 2025	Prior quarter
January 15, 2026	Prior quarter
April 15, 2026	Prior quarter
July 15, 2026	Prior quarter
October 15, 2026	Prior quarter
January 15, 2027	Prior quarter
April 15, 2027	Prior quarter
July 15, 2027	Prior quarter

- b. Federal funds. N/A

## **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 Minnesota Statutes, section 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 Minnesota Statutes, section 16B.98, subdivision 1(a), 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. 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.

#### **4.4. Unexpended Funds.**

GRANTEE must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

#### **5. PAYMENT RECOUPMENT.**

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. TERMINATION.**

##### **6.1. Termination by the State.**

- a. Without cause. STATE may terminate this CONTRACT without cause, upon 30 days' written notice to GRANTEE. Upon termination, GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. Termination for Cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE

may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## **6.2. Termination by the Commissioner of Administration.**

In accord with Minnesota Statutes, section 16B.991, subdivision 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

## **6.3. 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.

In the event of temporary lack of funding or appropriation, STATE may pause its obligations under this CONTRACT without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the CONTRACT. GRANTEE will be notified in writing of the temporary pause, and GRANTEE's ability to provide services may be temporarily suspended during this period. STATE will provide reasonable notice to GRANTEE of the lack of funding or appropriation and shall notify GRANTEE once funding is restored or appropriated, at which point the provision of services under the CONTRACT may resume.

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.

## **6.4. 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 terminate 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.

## **6.5. Conviction relating to a state grant.**

In accord with Minnesota Statutes, section 16B.991, subdivision 1, 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 Jacqueline S. Peichel or successor. Phone and email: **651-431-2583** and **[jacqueline.s.peichel@state.mn.us](mailto:jacqueline.s.peichel@state.mn.us)**. 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 [Click here to enter name or successor](#). Phone and email: [Click here to enter phone](#) and [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to enter phone](#) and [Click here to 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 Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. 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 and Dishonesty Policy.**

GRANTEE agrees to keep in force a blanket employee theft and 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 and employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft and employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft and employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee theft and employee dishonesty coverage may grantees provide blanket employee theft and 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 and 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:**

- c. 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.
- d. 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.
- e. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.

- f.** STATE shall be named as a certificate holder on applicable policies.
- g.** 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. 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 Minnesota Statutes, section 13.05, subdivision 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 Minnesota Statutes, section 13.46, subdivision 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 Minnesota Statutes, sections 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 Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GRANTEE must comply with Minnesota Statutes, section 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.

## 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 termination 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 Minnesota Board on Aging, 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 Minnesota Statutes, section 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](#).<sup>15</sup>

## 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 \$10,000 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 [Minnesota Statutes, section 16B.98, subdivision 8](#), the books, records, documents, and accounting procedures and practices of the GRANTEE or other party

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<sup>15</sup> <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

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](#), 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 \$1,000,000 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 principals are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the [Suspended and Debarred Vendors List](#)<sup>16</sup> or by the federal government at [Sam.gov / Search](#).<sup>17</sup> 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. GRANTEE DATA DISCLOSURE.**

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 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.

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<sup>16</sup> <https://mn.gov/admin/osp/government/suspended-debarred/>

<sup>17</sup> [https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL)

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. Contracting and bidding requirements.

- a. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- c. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- d. GRANTEE must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - i. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.
  - ii. Metropolitan Council Underutilized Business Program: MCUB: Metropolitan Council Underutilized Business Program.
  - iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory.
- e. GRANTEE must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- f. GRANTEE must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- g. Notwithstanding (a) - (d) above, the STATE may waive bidding process requirements when:
  - i. Vendors/grantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - ii. It is determined there is only one legitimate or practical source for such materials or services and that the vendor/grantee has established a fair and reasonable price.

### 20.2. 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.

### **20.3. 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](#).<sup>18</sup> A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **21. SUBCONTRACTS.**

### **21.1 Grantee**

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.

### **21.2. Subgrantee.**

A subgrantee is a person or entity that has been awarded a portion of the work authorized by this CONTRACT by GRANTEE. GRANTEE must document any subaward through a formal legal agreement. GRANTEE must provide timely notice to the STATE of any subgrantee(s) prior to the subgrantee(s) performing work under this CONTRACT.

### **21.3. Subgrantee Monitoring.**

GRANTEE must monitor the activities of subgrantee(s) to ensure the subaward is used for authorized purposes and is in compliance with:

- a. the terms and conditions of this CONTRACT and the subaward;
- b. required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- c. that subaward performance goals are achieved.

### **21.4. Subgrantee performance.**

If a subgrantee is determined to be performing unsatisfactorily by the State's Authorized Representative, the GRANTEE will receive written notification that the subgrantee can no longer be used for this CONTRACT.

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<sup>18</sup> <https://mn.gov/admin/osp/government/suspended-debarred/>

### **21.5. GRANTEE responsibility.**

No subaward shall serve to terminate or in any way affect the primary legal responsibility of the GRANTEE for timely and satisfactory performances of the obligations contemplated by this CONTRACT.

### **21.6 Payment.**

GRANTEE must pay any subgrantee in accordance with subclause 4.2 of this CONTRACT.

## **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 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 or expression, 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

By signing below, the parties agree to The terms and conditions contained in this CONTRACT.

APPROVED:

### **1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes, Chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By:\_\_\_\_\_

Date:\_\_\_\_\_

Contract No:\_\_\_\_\_

### **2. GRANTEE**

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

### **3. STATE AGENCY**

By (with delegated authority):\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

### **Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

Grantee

State Authorized Representative