Minnesota Board on Aging

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

Date of Publication: February 3, 2020

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Proposal Deadline: April 17, 2020, 4:00 PM (CT)
Grant Funding Summary

Purpose

Funding to regional and local projects to increase awareness of Alzheimer's disease, promote the benefits of early identification, increase the rate of cognitive testing, or connect individual caregiving for persons with dementia to education and resources. (Statewide proposals are not eligible.)

Objective

Grants are intended to stimulate collaboration and coordination, and to strengthen community relationships and partnerships that promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem, to promote the benefits of early identification of Alzheimer’s disease and other dementias, to provide services, informational materials and proven tools for persons with dementia and families who are caregiving, as well as other resources.

Award Details

- Max. Funding Amount: $150,000 per project
- Contract Term: July 1, 2020 – June 30, 2021

Timeline

- RFP Release: February 3, 2020
- Responders Conference: March 4, 2020, 10-11:30am
- Questions Due: March 27, 2020, 4:00pm
- Frequently Asked Questions Posted: March 31, 2020
- Proposals Due: April 17, 2020, 4:00pm
- Proposal Review/Contract Negotiations: June, 2020
- Anticipated Grantee Start Date: July 1, 2020

Qualified Responders

Funding is open to human or social service organizations; community health boards (e.g. SHIP staff); healthcare organizations; quasi-formal or other service providers; and/or local not-for-profit or for-profit businesses (e.g., an employer, service company, retailer or other commercial venture), educational institutions, units of government, tribal nations, transportation agencies, or trade associations.
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I. Introduction

A. Purpose of Request

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

The Minnesota Board on Aging (hereinafter State), is seeking proposals from qualified responders for regional and local projects to increase awareness of Alzheimer’s disease, promote the benefits of early identification, increase the rate of cognitive testing, or connect individuals caregiving for persons with dementia to education and resources. Statewide proposals are not eligible.

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

These grants are intended to stimulate collaboration and coordination, and to strengthen community relationships and partnerships that promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem, to promote the benefits of early identification of Alzheimer’s disease and other dementias, to provide services, informational materials and proven tools for persons with dementia and families who are caregiving, as well as other resources.

During State Fiscal Year (SFY) 2021, $750,000 in total funding will be available to Qualified Responder(s).

B. Objective of this RFP

The objective of this RFP is to contract with a qualified responder(s) to perform one or more of the project focus categories set forth in this RFP. The term of any resulting contract is anticipated to last for 12 months from July 1, 2020 until June 30, 2021. The maximum grant award is $150,000.

¹ https://www.revisor.mn.gov/statutes/?id=256.975
C. Background

Population
An estimated 97,000 Minnesotans over age 65 have Alzheimer’s disease (AD), and is projected to increase to 120,000 by 2025, a 23.7% increase, according to the 2019 Alzheimer’s disease Facts and Figures. AD primarily strikes elderly individuals but also significantly affects their families. It poses emotional and medical challenges to family members and affects their finances, living situations, and well-being. Seventy percent of people with Alzheimer’s disease and related dementias (ADRD) receive care in their homes, and family, friends, and neighbors, according to the U.S. Congress Office of Technology Assessment, give 75 percent of that care. Family, friends, and neighbors who are caregiving frequently face fatigue, anxiety, depression, social withdrawal, and health problems. Family, friends, and neighbors who are caregiving often need education, counseling, and support to continue their caregiving role. Nursing facility placement is frequently the result of persons who are caregiving exceeding their capacity to provide in-home care. Research has found that older adults with ADRD were five times more likely to require nursing facility placement and for longer stays than older adults without dementia (Eaker, 2002).

According to Minnesota population projections, almost one-third, or nearly 30,000 Minnesotans, aged 65+ with ADRD lived alone in 2010. Women are much more likely to live alone than men. Two-thirds of women aged 85 to 89 live alone, as do almost three quarters of women age 90 and older.

While most people in the United States living with ADRD are non-Hispanic whites, older African-Americans and Hispanics are proportionately more likely than older non-Hispanics to have ADRD. Health conditions such as high blood pressure and diabetes that may increase one’s risk for ADRD are believed to account for these differences because they are more prevalent in African-American and Hispanic persons.

While undiagnosed Alzheimer’s is a problem across all racial and ethnic groups, Medicare data show that African-Americans are less likely than whites to be diagnosed, given the estimated prevalence rates in the United States. When they are diagnosed, African-Americans and Hispanics – possibly due to issues related to access to health care – are typically diagnosed in later stages of the disease. This results in higher use of health care services and substantially higher costs. Average per-person Medicare payments for persons with dementia diagnosis are 45 percent higher for African-

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Americans and 37 percent higher for Hispanics compared with whites diagnosed with dementia.⁴

Family, friends, and neighbors who are caregiving will be more ethnically and racially diverse over the next 35 years.⁵ Among persons who are caregiving for people with ADRD, the National Alliance for Caregiving (NAC) and AARP found Hispanic and African-American family, friends, and neighbors spend more time caregiving (approximately 30 hours per week) than non-Hispanic white family, friends, and neighbors (20 hours per week) and Asian-American family, friends, and neighbors (16 hours per week). Forty-five percent of Hispanic and fifty-seven percent of African-American family, friends, and neighbors are more likely to experience higher burdens from caregiving. As compared to thirty-three percent of whites and thirty percent of Asian-Americans.

These are examples of just a few ethnic and cultural groups that experience the greatest health inequities based on social and economic determinants.⁶ This does not preclude giving consideration for the diversity of populations in Minnesota whose ethnic, cultural, language (including American Sign Language), social, sexual, gender, residential status, or other factors might indicate that specialized services will aid the population(s) in reaching their full health potential. The State of Minnesota is committed to promoting health equity so that all Minnesotans have the opportunity to realize their highest health potential.

**Best Practices**

In 2009, the Minnesota Legislature directed the Minnesota Board on Aging to establish the Alzheimer’s Disease Working Group (ADWG) to study and make recommendations for policy changes related to Alzheimer’s disease. The ADWG delivered its recommendations to the Legislature in January 2011. June 2011, ADWG participants established ACT on Alzheimer’s (ACT) to ensure the recommendations were implemented.

As one of ACT’s five priority goals, equipping communities to be “dementia capable” to support residents who are touched by Alzheimer’s disease, nearly fifty Action Communities have used the Dementia Friendly Communities Toolkit to create a supportive environment for people living with Alzheimer’s and their families. These communities do this with the support of Minnesota’s Area Agencies on Aging (AAAs) and the Alzheimer’s Association. At the heart of ACT is a resolve to help communities create a supportive environment for people living with ADRD and their family, friends, and neighbors who are caregiving so that they can live fully and thrive in the community. There are shared interest across numerous Minnesota communities, including rural communities, urban neighborhoods, faith-based congregations, and

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⁴ Alzheimer’s Association, 2013 Alzheimer’s and Public Health Spotlight: Race, Ethnicity & Alzheimer’s Disease.
⁵ 2013 Alzheimer’s Disease Facts and Figures, Special Report on Long-Distance Caregiving, Pg. 29.
⁶ Advancing Health Equity in Minnesota: Report to the Legislature, MN Department of Health, Pg. 5.
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
four health systems and can be accessed at ACT on Alzheimer’s Provider Practice
Tools.7 Nine health care systems and over 200 physicians and advance practice
professionals participated in “Dementia Care Made Easy: Tools For Your Practice”
presented by experts in the field. A parallel training is also provided for Health Care
Homes (HCH) care coordinators and Core Home and Community Based Service (HCBS)
providers who provide care consultation and support services. All of the tools will be
infused with a health equity lens and offer options to aid providers in being culturally
responsive.

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

II. Scope of Work

A. Overview

This RFP provides background information and describes the services desired by the
State. It delineates the requirements for this proposal and specifies the contractual
conditions required by the State. Although this RFP establishes the basis for responder
Proposals, the detailed obligations and 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 III of this RFP. Projects with estimated budgets less than $50,000
do not require matching funds. Projects with estimated budgets between $50,000 and
$150,000 require a 25% funding match of the program/project total. The maximum
grant award per project is $150,000.

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

7 http://www.actonalz.org/provider-practice-tools
B. Project Focus Categories (choose one or more)

Eligible projects for this funding will fall under the following four categories:

- **Increase Awareness** – Programs or projects that increase the public’s awareness of Alzheimer’s disease and other dementias.
- **Promote Early Identification** – Programs or projects that use culturally appropriate screening tools to facilitate and increase referrals to healthcare professionals for cognitive assessment testing.
- **Increase Cognitive Testing** – Programs or projects that increase the rate of cognitive testing in the population at risk for dementias (particularly those groups experiencing the highest health disparities), promote cross-referral, and integrate a communication protocol between the partnering entities.
- **Connect Family, Friends, and Neighbors Caregiving** – Programs or projects that connect family, friends, and neighbors who are caregiving for persons with dementia to services, education, and resources in order to best aid their work.

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

**Category 1 – Increase Awareness**

Projects in this category are intended to increase the public’s awareness of Alzheimer’s disease and other dementias. Dementia has significant social and economic impacts for society and awareness of it as a public health crisis must be raised.

It is a mistaken belief that dementia is a normal part of aging or a condition for which nothing can be done. In addition, a significant number of people lack awareness and understanding of dementia that results in stigmatization. Poor understanding leads to a large gap in treatment because it creates barriers to timely diagnosis and to accessing ongoing medical and social care. This effects the person with dementia, family, friends, and neighbors who are caregiving, as well as the society physically, psychologically, and economically.

Barriers to service use include lack of understanding or stigma associated with dementia, previous poor experience with services, as well as cultural, language, and financial barriers. Service use can be increased by information and education promotions for the public, including persons with dementia and family, friends, and neighbors who are caregiving. These will raise awareness, improve understanding, and decrease stigmatization.

Projects that increase awareness can lead to action by persons with dementia as well as family, friends, and neighbors who are caregiving, which enhances quality of life for both and decrease healthcare costs.
Projects might use educational methods, self-assessments, presentations, or the latest technology innovations to aid outreach to the public. Awareness-raising activities should be relevant to the background of the audience. Activities must consider people’s knowledge and beliefs regarding dementia that can vary greatly across cultures. The activities must be accurate, informative, and 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 customers in order to reduce stigmatization and provide appropriate assistance, or include outreach to spark interest in creating a dementia friendly community.

**Category 2 – Promote Early Identification**
Projects use culturally appropriate screening tools to facilitate referral to healthcare professionals for cognitive assessment testing. Despite the fact that no treatments are currently available to cure or even alter the progressive course of dementia, much can be offered to support and improve the lives of people with dementia as well as their family, friends, and neighbors who are caregiving. Screening for early identification of memory loss and community service supports will help those with diagnosed dementia to remain in their homes and local communities for as long as possible.

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

**Category 3 – Increase Cognitive Testing**
Projects in this category are generally situated in healthcare organizations or led by specially trained or licensed professionals who are expert in ADRD. Partnerships between these experts and community aging service providers are permissible and preferred. The work is intended to increase the rate of cognitive testing in the population at risk for dementias (particularly those groups experiencing the highest health disparities), promote cross-referral, and integrate a communication protocol between the partnering entities. It is important that a dementia diagnosis uses an approach that includes a cognitive assessment protocol, an informant interview, a structured disability assessment, and a clinical interview in case there are other causes of cognitive impairment.
Most dementia care takes place outside formal health care settings and is provided by family members. Family, friends, and neighbors who are caregiving must be enlisted to encourage the patient to seek testing. Adaptable coordination and integration of health and social services care is critical to improve the quality of life of people with dementia and those persons caregiving as they deal with the changes that occur throughout the course of the disease. Service delivery that is responsive to these changes and includes regular reassessment is essential to improving the care of people with dementia.

Awareness of and attention to the cultural, ethnic, and language needs of persons experiencing memory concerns are critical to reducing health disparities and improving access to high-quality health care. This is a component of person-centered 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 caregiving for persons with dementia to services, education, and resources. Dementia has an immense impact on the lives of family, friends, and neighbors of a diagnosed individual, particularly the person who takes the primary role in providing care, which is most often a woman. Family, friends, and neighbors provide most care with the assistance of other support systems in the community. This grant funding does not support activities related to paid non-family caregivers. For example, an responder might offer direct services to the family, friends, and neighbors who are caregiving, educational sessions about caregiving and dementia, provide resource contacts, or implement technology to link individuals to needs.

Caregiving for a person with dementia can result in significant strain for those who provide most of that care. The stresses are emotional, physical, and economic. Caregiving, and its effect on the family, friends, and neighbors who are caregiving, not only affects the family surrounding the person with dementia but the community’s social fabric, workforce environment, and healthcare systems. Support for the family, friends, and neighbors who are caregiving is critical for their well-being. It enables them to come to terms with the disease, plan for the future, and make the best use of time and other resources given their current circumstances.

Project examples include, but are not limited to: the importance of maintaining health, existing community and social services, dealing with difficult behaviors, advanced care planning, workforce issues and financial planning, ethics, etc. These educational
sessions may be offered in the person’s home, and should also consider the needs of family, friends, and neighbors who are caregiving who may have disabilities themselves. For example, family or friends who are caregiving who have a hearing loss may 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.

C. Special Focus Areas Parameters

The State has interest in funding projects that:

- Demonstrate support from their targeted population;
- Coordinate with other community activities or health initiatives;
- Use new or enhance existing activities and resources or involve innovative approaches to achieving successful outcomes;
- Strengthen community relationships and partnerships with health care entities;
- Originate from culturally led or focused organizations;
- Show how the project will benefit culturally or ethnically diverse older adult populations, such as American Indian Elders and LGBTQ older adult populations;
- Implement plans to serve Veterans; or
- Show how the project will benefit older adults in rural areas.

D. Task Deliverables

Tasks

- Meet timelines and production parameters included in submitted proposal;
- Provide reports in a timely manner as set forth by the State;
- Comply with all applicable federal, state, and local laws;
- Identify at-risk persons in the targeted community by using the Live Well at Home Rapid Screen®;
- Use State approved curriculum and materials in the project to ensure accuracy and consistency of message. For examples of State approved curriculum and materials see:
  - MBA Training Center (Registration website for Dementia Capability, Caregiver Consultation and Cultural Responsiveness Training);8
  - Act on Alzheimer’s (website for Act on Alzheimer’s);9 and
  - Alzheimer’s Association of Minnesota/North Dakota (Link to website for Alzheimer’s Association of Minnesota/North Dakota);10
- Participate in use of social media tools;
- All products and services developed must meet the State of Minnesota accessibility standards and guidelines outlined in section VI. of this RFP;

8 http://pathlore.dhs.mn.gov/stc/mba
9 http://www.actonalz.org/
10 http://www.alz.org/mnnd/
• Staff delivering dementia education, screening services, or caregiver services must complete MBA, AAA, or other training related to these topics, or show proof of prior completion (complete the Knowledge Capture Form);
• Participate in one or more site visits during the grant period, as requested by the STATE;
• Attend and participate (presentation and/or ePoster session) in one bi-annual Age and Disabilities Odyssey Conference, MBA Board Meeting, or an equivalent as identified by the State;
• Participate in one Alzheimer’s Association Meeting of Minds conference or an equivalent as identified by the State; and
• Participate in lessons learned and promising practices with other grantees, if applicable.

Deliverables
• Increase the awareness of Alzheimer’s disease and related dementias in the community;
• Promote the benefits of early identification and diagnosis of dementia to the community and/or health care providers;
• Increase the number of older Minnesotans seeking cognitive testing;
• Increase family, friends, and neighbors’ self-identification of their caregiving role;
• Achievement of project goals/outcomes outlined in the project work plan;
• Strengthen current community relationships and partnerships to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem;
• 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
• Connect individuals who are caregiving to potential services, education, or other resources.

III. Proposal Format

A. Required Proposal Contents

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 II - Scope of Work and agree to the contract conditions specified throughout the RFP.

Required Statements:
1. Responder Information and Declarations
2. Exceptions to Terms and Conditions
3. Affidavit of Noncollusion
4. Documentation to Establish Fiscal Responsibility (such as Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements)
5. Disclosure of Funding Form
6. Affirmative Action Data Page – if contract is anticipated to be in excess of $100,000
7. Certification and Restriction on Lobbying – if contract is anticipated to be in excess of $100,000

Proposal Contents: (Responders are encouraged to incorporate into their proposal information that is responsive to the special focus areas detailed in section III.D.)
1. Executive Summary
2. Agency Description
   i. List of staff completed dementia training with certificates
   ii. Dementia Knowledge Capture Form
3. Description of Target Population
4. Work Plan: Goal, Objectives, Activities, and Outcomes
5. Evaluation Plan
6. Budget Proposal

B. Required Statements

Complete the appropriate forms by clicking the links below and submit them as the “Required Statements” section of your proposal. Failure to use the most current forms found 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.

1. Responder Information and Declarations (Responder Information/Declarations Form)\(^ {11} \): Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. Exceptions to RFP Terms (Exceptions to Terms and Conditions Form)\(^ {12} \): 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. Each responder’s proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the responder. Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a responder

\(^{11}\) http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7020-Responder_Info_Declar_ENG.ashx

\(^{12}\) http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7019-Exceptions_Terms_ENG.ashx
has no objections to any terms or conditions, the must write “None” on the form. Only those exceptions indicated on this form will be available for discussion or negotiation.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. Sample State of Minnesota Grant Contracts are attached in the Appendix for your reference. Much of the language reflected in each contract is required by statute. If you take exception to any of the terms, conditions, or language in a contract, you must indicate those exceptions.

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

3. Affidavit of Noncollusion (Affidavit of Noncollusion Form)¹³: Each responder must complete and submit the attached “Affidavit of Noncollusion” form. Please ensure that a Notary Public has signed, dated, and stamped this form before you upload it into your proposal.

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

Responders should not submit information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, if the responder does not want such data used or disclosed for any purpose other than the evaluation of this proposal. If responder does not submit the required information detailed in this RFP, then the State may reject the response for being non-responsive. However, if responder determines that they must submit trade secret/confidential information in order to be responsive, then please email Aaron.Cotter@state.mn.us to determine how the information should be submitted.

¹³ http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7021-Affidavit_Noncollusion_ENG.ashx
Responder must satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minnesota Statutes, section and the factors discussed in Prairie Island Indian Community v. Minnesota Dept. of Public Safety, 658 N.W.2d 876, 884-89 (Minn. App. 2003) must be provided. Use of generic trade secret language encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event a data request is received for proposal information.

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

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

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

5. Documentation to Establish Fiscal Responsibility: The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.
IRS Form 990s. If a responder is a not-for-profit organization that completed an IRS Form 990 in 2018, responder must include a copy of the full documentation. If 2018 has not been completed, 2017 may be substituted.

If responder is concerned that its 2018 (or 2017) IRS Form 990 does not demonstrate its fiscal responsibility, it may supplement its proposal with any of the additional material described below. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than $25,000 in annual gross receipts over the past three tax years. Be sure to submit any information about any pending major accusations that could affect your financial stability.

Organizations without 2018(or 2017) IRS Form 990s.

(1) Organizations that have not completed an IRS Form 990 should submit a certified financial audit if they have one. A certified financial audit is a review of an organization's financial statements, fiscal policies, and control procedures by an independent third party to determine if the statements fairly represent the organization's financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Any organization with an annual revenue greater than $750,000 is required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than $750,000.

(2) If the organization does not have a certified financial audit, the organization must submit its most recent board-reviewed financial statements if it has a board.

(3) If the organization does not have a certified financial audit or board-reviewed financial statements because it does not have a board, the organization should submit a certified statement of assets and debts (balance sheet) and evidence of cash flow including amounts in a checking account.

Responders may also include documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or any other documents sufficient to substantiate responsible fiscal management.

State may request additional information from these responders as necessary to determine financial stability.

All responders must submit any information about any pending major accusations that could affect your financial stability.
In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties.

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

The information collected from these inquiries will be used in the State’s determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization’s proposal will 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 financial reliability. If a responder’s submission in response to this component does not demonstrate its financial stability, the responder may fail this requirement and be disqualified from further consideration.

6. Disclosure of Funding Form (Disclosure of Funding Form)\textsuperscript{14}: Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires responders to provide their DUNS number. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by

\textsuperscript{14} http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7018-Disclose_Funding_ENG.ashx
7. **Affirmative Action Data Page (Human Rights Compliance)**: For all contracts estimated to be in excess of $100,000, responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

8. **Certification Regarding Lobbying (Certificate Regarding Lobbying Form)**: For all contracts estimated to be in excess of $100,000, responders are required to complete and submit the attached “Certification Regarding Lobbying” page. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must complete and submit the attached “Certification Regarding Lobbying” form.

**C. Proposal Contents**

The following will be considered minimum requirements of the proposal content with emphasis on completeness and clarity of content.

1. **Executive Summary (25 points).** Maximum 1,500 characters including spaces. This component of the proposal should demonstrate the responder’s understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. Responder should write a brief description of the proposed project, including:
   - State funds requested;
   - Project focus category(ies);
   - Region where the project will occur as defined by the planning and service areas of the Area Agencies on Aging;
   - Project/Program goals; and
   - List of objectives and products/services to be developed.

The Executive Summary should also clearly describe or outline the responder’s overall design of the project in response to achieving the purpose and deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder’s familiarity with: (a) the project elements; (b) its solutions to the problems presented; and (c)

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16 [http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7017-Cert_Lobbying_ENG.ashx](http://www.mnaging.net/en/Administrator/DementiaGrants/~/media/MBA-7017-Cert_Lobbying_ENG.ashx)
knowledge of the proposed services. The executive summary from applicants awarded a grant may be posted on the State’s public web page.

2. Agency Description (100 points). Maximum 3,000 characters including spaces. This section must include information on:
   - The existing programs and activities of the agency;
   - The number of people served, geographic area served;
   - Population served;
   - Staff experience, including:
     - Prior Dementia Training Completed with certificates;
     - Dementia Knowledge Capture Form – download form by visiting this website, under Proposal Content Documents: http://mnaging.net/en/Administrator/DementiaGrants/RFP.aspx; and
   - Programmatic accomplishments.

The responders should include reasons why your organization is capable to effectively complete the services outlined in the RFP. Be certain to demonstrate the length, depth, and applicability of all prior experience in providing the requested services. The responder should also demonstrate the skill and experience of lead staff and identify within the proposal a project manager with experience in planning and providing the proposed services.

MBA staff to verify program staff meet the minimal level of training and knowledge required for the proposed services will review the Dementia Knowledge Capture Form and the prior training certificates. 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 if funded.

3. Description of Target Population (175 points). Maximum 6,000 characters including spaces. In this section, responders should clearly describe the need for the proposed project in their community. This description should include an overview of the overall project design that:
   - Describes the population to be served by the proposed project;
   - Specifies the region where the project, not the responder, will occur as defined by the planning and service areas of the Area Agencies on Aging;17
   - Identifies the level of need for these proposed services or system change;
   - Cites the methods or information used to determine this need; and
   - Describes how the project will address the need.

Responders should also include: barriers or anticipated challenges; discuss whether the project and activities will have a local or regional impact; estimate how many persons will be served and whether it will serve low- and moderate-income individuals and

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17 http://www.mnaging.net/en/Administrator/AAA.aspx
families; and include a description of the referral system(s) used by the project to reach the target population.

Optional: To address a Special Focus Area (up to 50 points of the available points):
- Name the targeted culture and/or ethnic population(s);
- Identify if the responder organization is currently an ethnic or culturally focused organization (an organization whose staff primarily mirrors the ethnic and/or cultural communities it is serving);
- Specify the geographic area where the project, not the responder, will occur and describe the characteristics that make the area rural, if applicable; and/or
- Identify the need and any special or specific methods that will be used to serve the target population.

4. Work Plan: Goal, Objectives, Activities, and Outcomes (300 points). In this section, responders will identify a minimum of three (3) and no more than six (6) measurable objectives of their project in order to reach the one or more identified focus categories as defined in Section II.B, Project Focus Categories. The proposed objectives will be used to measure progress and demonstrate the program’s effectiveness, and will carry forward to the grantee’s semi-annual reports so that all projects and programs will be measured specifically on self-identified components and targets.

For the purposes of this RFP, the following definitions will be used:
- Objective: One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.
- Key Activities & Strategies: Outline each task that needs to be accomplished in order to meet a specific objective and desired outcomes.
- People Responsible: List all staff members’ names, titles, and any other stakeholders, including their names, titles, and organization that they are with, that will assist with the objective.
- Outcome: Detail specific results that include units/numbers served, that aim to achieve the overall project goal. Additionally, outline skills and knowledge obtained, community connections made, etc. obtained by the people responsible.
- Estimated Start and End Dates for each Objective: These should be incremental in regards to the overall project and not just the entire timeframe of the grant.

Optional: If responder identified a Special Focus Area (up to 50 points of the available points), include a description of how the proposed project:
- Is supported by the targeted population(s);
- Will use or enhance existing activities and resources or involve innovative approaches to achieving the proposed project’s success;
- Will be coordinated with other community activities or health initiative(s); and/or
- Will strengthen community relationships or partnerships with health care entities.
For the last two bullet points listed above, responders must identify partners within the “people responsible” section for each Objective. Responders should clearly define and document the partner’s role, resources, and responsibilities in the project. Document the resources outlined within the explanation in the budget and responsibilities in the work plan that each partner will contribute to the proposed project.

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

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

5. Evaluation Plan (100 points). Maximum 3,000 characters including spaces. The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop indicators of the success and effectiveness of the program, be able to measure, and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

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

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

6. Budget Proposal (300 points): This section should specify the grant amount requested and detail all expenses for the proposed project. Complete and upload the budget proposal template excel spreadsheet to describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs with them and which components are essential to delivering quality services. See pages 22-26 of the RFP for line-by-line instructions on how to complete the budget. Explain
the proposed use of the grant funds and matching funds. **A twenty-five (25) percent match of the program-project total is required on estimated budgets between $50,000 and $150,000. No match is required for budgets less than $50,000.**

Your narrative should provide sufficient detail to justify the total amount budgeted in each category. The project budget must be complete and reasonable, must link to the proposed project activities, and must specify how the amounts for each budget item were determined. Responders are encouraged to apply for only the amount needed for their proposed projects. The total available funds will not necessarily be divided equally, nor will selected responders be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness. The purchase of all technology related items (computers, routers, etc.) must be specifically listed and detailed as either a supply or equipment as instructed below.

This [budget proposal template](#) that is provided as a link within the online proposal tool must be used by responders to create their budget proposals.

**Instructions for Preparing Budgets**

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

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

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

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

**Budget justification:** Specify the key staff by their first and last name. Do not group staff together. Enter each individual separately. Provide a list of the elements that comprise fringe benefit costs, such as health insurance, FICA, retirement insurance. Explain the formula or rationale used to compute the cost of the fringe benefits listed in the budget proposed. Individuals who are not directly employed by the responder organization but work on the grant should be listed under the contracts line item. Consultant costs or professional fees should be included under the “Other” line item.
**Travel:** Cost of local and out-of-town travel for personnel of the project.

*Budget justification:* Reimbursement for project personnel for travel and subsistence expenses is to be made consistent with the current [Commissioner’s Plan](#) as promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner’s Plan states the current reimbursement rates for travel and subsistence expenses in Chapter 15: Expense Reimbursement see pages 61 – 63.

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

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

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

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

*Budget justification:* Equipment to be purchased with State funds must be justified as necessary for the conduct of the project. The equipment must be used for project related functions; the equipment, or a reasonable facsimile, must not be otherwise available to the responder or its 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. If necessary, attach an additional page for hard copy submissions or outline the detail within the “contracts” justification section. For individual consultants, explain the nature of services provided, the relation to activities in the work plan, and estimated fees to be paid for services.

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

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

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

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

In addition, 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 .49 = $49. Follow up letters to family, friends, and neighbors who are caregiving.
**Match**
Match is specified as a fixed or minimum percentage of non-State participation in allowable program or project costs. In some cases, match must be contributed by a recipient in order to be eligible for State funding. The source and amount of costs and/or the value of third-party in-kind contributions proposed by the responder to meet a matching requirement must be identified in the response budget. Matching funds listed for this grant may not be used to match another federal or state grant; it may only be used as match one time.

Required match for State Dementia Grants with requested funding between $50,000 and $150,000 is twenty-five (25) percent of the total budget. **Do not submit a budget with an over-match amount.** No match is required for budgets less than $50,000.

The State will fund no more than 75% of the project’s total cost for estimated Total budgets up to $200,000, which means the responder must cover at least 25% of the project’s total cost with non-State resources. In other words, for every three (3) dollars received in State funding, the responder must contribute at least one (1) dollar in non-State/Federal resources toward the project’s total cost. The following formula reflects this concept.\(^\text{18}\)

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

Examples of a 25% match for varying requests of state funds:

1. \(\$150,000 \times 25\% = \$50,000\) 75% (Inverse Match Percentage)
2. \(\$100,000 \times 25\% = \$33,333\) 75% (Inverse Match Percentage)
3. \(\$75,000 \times 25\% = \$25,000\) 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.

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\(^{18}\) The minimum required match amount is equal to the amount of state funds requested multiplied by the required match percentage divided by the inverse match percentage (or one minus the required match percentage).
<table>
<thead>
<tr>
<th>State Funds Requested</th>
<th>Match Required Using Above Formula</th>
<th>Total Budget for Budget Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000</td>
<td>$50,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>$100,000</td>
<td>$33,333</td>
<td>$133,333</td>
</tr>
<tr>
<td>$50,000</td>
<td>$16,667</td>
<td>$66,667</td>
</tr>
</tbody>
</table>

**Note:** No match is required for budgets *less than* $50,000.

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

Cash match is either the responder organization’s funds (general revenue) or cash donations from non-state third parties (i.e. partner organizations), or by non-State/Federal grants. In-kind match contributions are from the responder organization or a “third party.” In-kind match is typically in the form of the value of personnel, goods, and services including direct and indirect costs.

**Unallowable Match:** State funds means tested direct services payments (e.g. Alternative Care (AC), Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI), Developmentally Disabled (DD), Elderly Waiver (EW), and Brain Injury (BI)) and sliding scale fees or donations made for services provided as a result of this grant do not qualify as match funding.

**D. Special Focus (Optional)**

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

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

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

E. Technical Assistance

The following Resource Advisors are suggested for responders:
• The Eldercare Development Partnership (EDP) can provide valuable information about service gaps, existing funding streams, and current programs as well as suggestions concerning program concepts and proposal strategies. EDP is a state-funded program to provide Technical Assistance (TA) to local providers to develop and implement service delivery models in line with the State’s long-term services and supports policy directions. EDPs have a specific responsibility to assist and advise interested parties with local and regional Dementia Grants. They do not assist with writing of grants.
• State Program Staff
• MBA Cultural Consultants may provide assistance with implementing projects that propose to target cultural or ethnically diverse populations. Their services are contracted for a fee.

To aid in maximizing the score, responders should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g. 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).

IV. RFP Process

A. Responders’ Conference

A Responders’ Conference will be held via WebEx on Wednesday, March 4, 2020, 10:00 AM - 11:30 AM Central Time, via web streaming. Contact information for the Webinar is as follows:
1. Join WebEx meeting room.
2. If requested, enter your name and email address.

21 https://minnesotahelp.net/CulturalConsultants/
3. Click "Join Meeting"
4. To join the teleconference only:
   a) Provide your phone number when you join the meeting to receive a call back.
   b) Alternatively, you can call:
      Call-in number: +1 415-655-0003 (US/Canada)
      Conference Code: 964 728 027

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

The conference will serve as an opportunity for responders to ask specific questions of State staff concerning the project. Participation in the Responders’ Conference is not mandatory but is recommended. Oral answers given at the conference will be non-binding. Written responses to questions asked via web streaming will be posted to the MBA Dementia Grant website after the conference.

**B. Responders’ Questions**

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on March 27, 2020. All questions must be addressed to:

Request for Proposal Response  
MBA Dementia Grant  
Attention: Aaron Cotter  
Aging and Adult Services Division  
Department of Human Services  
PO Box 64976  
St. Paul, MN 55164-0976

Questions may also be e-mailed to Aaron.Cotter@state.mn.us

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

Questions will be addressed in writing and distributed to all identified prospective responders via the MBA Dementia Grant site. Every attempt will be made to provide answers timely, with the intent that they are posted on the MBA Dementia Grant website no later than March 31, 2020.
C. Proposal Submission

Responders must submit an online proposal through the State’s Grants Proposal service website located at http://mnaging.net/en/Administrator/DementiaGrants/RFP.aspx. Responders must set up a new account before starting the proposal process.

The online proposal must be received by 4:00 p.m. Central Time on April 10, 2020 to be considered. Late proposals will not be considered. Hand-delivered, faxed, or e-mailed proposals will not be accepted.

This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the responder.

V. Proposal Evaluation and Selection

A. 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:
   - Phase I: Required Statements Review
   - Phase II: Evaluation of Proposal Requirements
   - Phase III: Selection of the Successful Responder(s)

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

3. 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.

B. 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. This assistance could include, but is not limited to, the initial mandatory requirements review or answering technical questions from evaluators.
3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

**C. Evaluation**

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

1. Phase I: Required Statements Review

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

2. Phase II: Evaluation of Technical Requirements of Proposals

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Total Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Executive Summary</td>
<td>25</td>
</tr>
<tr>
<td>ii. Agency Description</td>
<td>100</td>
</tr>
<tr>
<td>iii. Description of Target Population</td>
<td>175</td>
</tr>
<tr>
<td>iv. Work Plan: Goal, Objectives, Activities, and Outcomes</td>
<td>300</td>
</tr>
<tr>
<td>v. Evaluation Plan</td>
<td>100</td>
</tr>
<tr>
<td>vi. Budget Proposal</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>1,000</strong></td>
</tr>
</tbody>
</table>

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

c. After reviewing the proposals, the members of the evaluation team will rate each proposal component using the following formula:
### Component Ratings

<table>
<thead>
<tr>
<th>Component</th>
<th>Point Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>1.0</td>
</tr>
<tr>
<td>Very Good</td>
<td>0.875</td>
</tr>
<tr>
<td>Good</td>
<td>0.75</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>0.5</td>
</tr>
<tr>
<td>Poor</td>
<td>0.3</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Upon determining which of the above Ratings best describes the component being rated, the total possible points available for the component from paragraph (a) will be multiplied by the corresponding point factor.

**EXAMPLE:** A Budget Proposal worth a maximum of 300 points that receives a “good” rating (0.75) would receive a score of 225 points (300 * 0.75 = 225).

d. Special Focus (Optional). You may choose to add none, one, or all of the special focus areas to your proposal in their appropriate component section. The State will review the proposal submission to determine whether or not, in the State’s sole discretion with assistance of the evaluation team, the proposal provides examples of how the respondent meets any or all of the special focus areas in section III.D. The amount of bonus points to be given a proposal is at the sole discretion of the State, depending on how much the State determines the responses provide sufficient examples of how the project meets the special focus areas. The State is under no obligation to give a proposal any bonus points in any situation. The maximum possible bonus points is 100.

e. The State shall divide the state into specific geographic regions defined by the planning and service areas of the Area Agencies on Aging. 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.

### Phase III: Selection of the Successful Responder(s)

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

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

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22 [http://www.mnaging.net/en/Administrator/AAA.aspx](http://www.mnaging.net/en/Administrator/AAA.aspx)
c. The State may submit a list of detailed comments, questions, and concerns to one or more responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The total scores for those responders selected to submit additional information may be revised as a result of the new information.

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected within approximately 4 weeks after the proposal submission due date.

D. 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. Once all contract negotiations are completed, a public announcement of successful responders will be made.

In the event contract negotiations are unsuccessful with the selected responder(s), the evaluation team may recommend another responder(s).

After the State and chosen responder(s) have successfully negotiated a contract, the State will notify the unsuccessful responders in writing that their proposals have not been accepted. All public information within proposals will then be available for responders to review, upon request.

VI. Required Contract Terms and Conditions

A. Requirements. All responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

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

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

D. Preparation Costs. The State is not liable for any cost incurred by responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant contact 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. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

**G. Insurance Requirements**

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

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

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

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

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

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

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

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable Please list ______________________.
State of Minnesota named as an Additional Insured, to the extent permitted by law.

c. Commercial Automobile Liability: Responder is required to maintain insurance protecting the responder from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the responder will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

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

Responder is required to carry the following minimum amounts:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate
Any deductible will be the sole responsibility of the responder and may not exceed $50,000 without the written approval of the State. If the responder desires authority from the State to have a deductible in a higher amount, the responder 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 responder to cover the deductible from its own resources.

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

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may responders provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the responder must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts, or reservations.

3. Additional Insurance Conditions:

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

- If responder receives a cancellation notice from an insurance carrier affording coverage herein, responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
• Responder is responsible for payment of grant contract related insurance premiums and deductibles;

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

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

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

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

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

5. The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract.

H. 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 Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the State Information Technology Services Accessibility Policies & Standards. The relevant requirements are contained under the “Standards” tab. 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.
VII. State’s Rights Reserved

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

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

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

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

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

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

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

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

H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and

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

J. Correct or amend the RFP with an addendum, prior to the RFP deadline, with no cost or penalty to the State. If the State should correct or amend any segment of the RFP, all responders will be afforded ample opportunity to revise their proposal to accommodate the RFP amendment and the dates for submission of revised proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP. The awarded grant contract will contain the final terms and conditions.
Appendix A: Sample State Grant Contract

RECITALS

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

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

1.3. No performance before notification by STATE. GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per 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 of CONTRACT to comply with the following provisions of CONTRACT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights;

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: “Duties and Work-Plan,” which is attached and incorporated into this CONTRACT.

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

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards (link) 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.** Grantee will be paid in accordance with Attachment B: “Budget,” which is attached and included in this CONTRACT.
1. GRANTEE must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.

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

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

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

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 STATE’s authorized agent pursuant to Clause 4.1 has determined the services acceptable. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: enter invoicing schedule. If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.
b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. [enter number]. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, [https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf](https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf).

2. To the degree federal funds are used in this contract, STATE and GRANTEE agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

c. **DUNS number.** GRANTEE’s Data Universal Numbering System (DUNS) number is [enter number]. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

### 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.

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

5. PAYMENT 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
which 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 2.1(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 1, GRANTEE’s Duties; and/or

e. Any amount identified as a financial audit exception.
6. CANCELLATION.

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

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

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

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

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

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

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

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 Minnesota Statutes, section 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 because 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 and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

8.3. Employee Theft & Dishonesty Policy. GRANTEE agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first year’s grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft & employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty policy. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

Upon execution of this grant contract, GRANTEE shall furnish STATE with a certificate of employee theft/employee dishonesty insurance.

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

8.5. Professional Liability Insurance.
This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE’s professional services required under the CONTRACT. GRANTEE is required to carry the following minimum insurance limits:

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

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by STATE to fulfill this requirement.

8.6. Additional Insurance Conditions:

a. GRANTEE’s policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE’s performance under this Contract.

b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE’s policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.

d. STATE shall be named as a certificate holder on applicable policies.

e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE’s policy limits to satisfy the full policy limits required by CONTRACT.

9. INDEMNIFICATION.

In the performance of this CONTRACT by GRANTEE, or GRANTEE’s agents or employees, GRANTEE must indemnify, save, and hold harmless the STATE, its agents and employees, from any claims or causes of action, including attorney’s fees incurred by STATE, to the extent they are caused by GRANTEE’s:

   a. Intentional, willful, or negligent acts or omissions;
   b. Actions that give rise to strict liability; or
   c. Breach of contract or warranty.

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

c. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under 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.

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

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

11. **INTELLECTUAL PROPERTY RIGHTS.**

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

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

11.3. Responsibilities.

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

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

c. **Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the
infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

12. PUBLICITY.

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

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

13. HUMAN RIGHTS COMPLIANCE.

13.1 Affirmative action requirements.

a. In-state grantees. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to STATE, and this CONTRACT, including any extensions, is in excess of one hundred thousand dollars ($100,000) GRANTEE must have an affirmative action plan in the form of a Workforce Certificate (DHS-7016), approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minn. Stat. § 363A.36.

b. Out-of-state grantees. If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1)
have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

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

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

   3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to Minnesota Statutes, section 363A.36 (the Minnesota Human Rights Act).

d. Notification to employees and other affected parties. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE’s obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
e. Notification to Labor Unions and Other Stakeholders. GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

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

13.2 Equal pay certificate.

a. Scope. Pursuant to Minnesota Statutes, section 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of $500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

b. Commissioner’s right to waive requirement. This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

c. Consequences. If GRANTEE fails to obtain an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked GRANTEE’s equal pay certificate.

d. Certification. GRANTEE certifies that it has a current equal pay certificate approved by the MDHR, if one is required, that it is in compliance with the laws identified in Minnesota Statutes, section 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.
14. 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: https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/.

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

16. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

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

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

16.3. Federal audit requirements and GRANTEE debarment information.

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

16.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.
GRANTEE certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE’s certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

a. Instructions for Certification
  1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
  2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have
the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
b. Lower Tier Covered Transactions.
   1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

17. 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. 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.

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

19. CLERICAL ERRORS AND NON-WAIVER.
19.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

19.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.
20. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

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

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

20.3. Entire Agreement. 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 21.1.

20.4. Entire Agreement. 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.

20.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

21. PROCURING GOODS AND CONTRACTED SERVICES.

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


b. Metropolitan Council’s Targeted Vendor list, the Minnesota Unified Certification Program, available at: https://mnucp.metc.state.mn.us/

c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the Central Certification Program, available at:
21.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

21.3 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: http://www.mmd.admin.state.mn.us/debarredreport.asp. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

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

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

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

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

23.3 Grants management policies. GRANTEE must comply with required grants management policies and procedures set forth through Minnesota Statutes, section 16B.97, subdivision 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-statutes-forms/. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

23.4 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.

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

24.2. Contingency Planning. This section applies if GRANTEE will be fulfilling Priority 1 or Priority 2 functions under this contract. A Priority 1 function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A Priority 2 function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

   a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;

   b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

   c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to
emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;

e. Provide alternative operating plans for Priority 1 or Priority 2 functions;

f. Include a procedure for returning to normal operations; and

g. Be available for inspection upon request.
Appendix B: Sample State County Grant Contract

RECITALS

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

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

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

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

2. **COUNTY’S DUTIES.**

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

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

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that 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 COUNTY under this CONTRACT.

   a. **Compensation.** Grantee will be paid in accordance with Attachment B: “Budget,” which is attached and included in this CONTRACT.

      1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.

      2. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner’s Plan can be found here: https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

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

3.2. Terms of payment

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

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **enter number.** If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain

2. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

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

5. PAYMENT RECOUPMENT.

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

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

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

8.1. Worker’s Compensation. The COUNTY certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The COUNTY’S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE’S obligation or responsibility.

9. LIABILITY.

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

10. **[OPTION 1] INFORMATION PRIVACY AND SECURITY.**

   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 COUNTY under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

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

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

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

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

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

11.3. Responsibilities.

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

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

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

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

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

13.2. **Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit’s completion.

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

13.4. **Debarment by STATE, its departments, commissions, agencies or political subdivisions.** COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY’s certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

14. 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.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. 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.
16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. 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.

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

16.3. Entire Agreement. 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 21.1.

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

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

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

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

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

19.3 Grants management policies. COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-
Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

19.4 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. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

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

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A Priority 1 function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A Priority 2 function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;

b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;

e. Provide alternative operating plans for Priority 1 or Priority 2 functions;

f. Include a procedure for returning to normal operations; and

g. Be available for inspection upon request.
Appendix C: Sample State Tribal Nation Grant Contract

RECITALS

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

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

STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with STATE.

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

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

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

2. TRIBAL NATION’S DUTIES.

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

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

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation. TRIBAL NATION will be paid in accordance with Attachment B: “Budget,” which is attached and included in this CONTRACT.
1. TRIBAL NATION must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10\% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.

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

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of TRIBAL NATION's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: [https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp). TRIBAL NATION 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 TRIBAL NATION shall not exceed **enter amount in words** dollars ($**enter amount in numbers**).

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

3.2. Terms of payment

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

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **enter number**. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon
written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations hhsgps107.pdf.

2. To the degree federal funds are used in this contract, STATE and TRIBAL NATION agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, TRIBAL NATION must pay all subcontractors, within ten (10) calendar days of TRIBAL NATION’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

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

**5. PAYMENT RECOUPMENT.**

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

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

b. Any amounts paid by TRIBAL NATION to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

d. Any amounts paid by STATE for which TRIBAL NATION’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 1, TRIBAL NATION’s Duties; and/or

e. Any amount identified as a financial audit exception.

**6. CANCELLATION.**

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

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

TRIBAL NATION agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum
amounts: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by TRIBAL NATION under the grant contract. Upon execution of this grant contract, TRIBAL NATION shall furnish the STATE with a certificate of commercial liability insurance.

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

9. LIABILITY.

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

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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 TRIBAL NATION under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

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

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

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

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

f. Under this CONTRACT, TRIBAL NATION 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 TRIBAL NATION in performing its duties under this CONTRACT.

g. TRIBAL NATION’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. TRIBAL NATION 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 TRIBAL NATION in performing its duties under this CONTRACT.

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

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

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

13. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.


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

13.2. Independent audit. If TRIBAL NATION conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit’s completion.

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

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.
TRIBAL NATION certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION’s certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.


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

a. Instructions for Certification

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

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

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

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this
CONTRACT, that neither it nor its principals is presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from participation in this transaction by any Federal department
or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

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

15. CLERICAL ERRORS AND NON-WAIVER.
15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. TRIBAL NATION will be informed of errors that have been fixed pursuant to this paragraph.

15.2. 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.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.
16.1. 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.

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

16.3. Entire Agreement. 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 21.1.

16.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

   b. Metropolitan Council’s Targeted Vendor list, the Minnesota Unified Certification Program, available at: https://mnucp.metc.state.mn.us/

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

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors are suspended or debarred by referencing the Minnesota
18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

19.3 Grants management policies. TRIBAL NATION must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97,
subd. 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-statutes-forms/. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

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

24. OTHER PROVISIONS

24.2. Contingency Planning. This section applies if TRIBAL NATION will be fulfilling Priority 1 or Priority 2 functions under this contract. A Priority 1 function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A Priority 2 function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, TRIBAL NATION and any subcontractor will have a contingency plan. The contingency plan shall:

a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;

b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;

e. Provide alternative operating plans for Priority 1 or Priority 2 functions;

f. Include a procedure for returning to normal operations; and

g. Be available for inspection upon request.
Appendix D: Sample U of M Grant Contract

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

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL.

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

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

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

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

2. UNIVERSITY'S DUTIES.

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

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

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation. UNIVERSITY will be paid in accordance with Attachment B, "Budget,“ which is attached and incorporated into this CONTRACT.

1. UNIVERSITY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.

2. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.
a. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY’s performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed 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.

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

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

### 3.2. Terms of payment

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

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. enter number. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to UNIVERSITY. In the event of such termination, UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. UNIVERSITY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, UNIVERSITY may be subject to certain compliance obligations. UNIVERSITY can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, [https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf](https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf).

2. To the degree federal funds are used in this contract, STATE and UNIVERSITY agree to comply with all pass-through requirements, including
each Party’s auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

c. **DUNS number.** UNIVERSITY’s Data Universal Numbering System (DUNS) number is enter number. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

**4. CONDITIONS OF PAYMENT.**

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

4.2. **Payments to subcontractors.** (If applicable) As required by Minnesota Statutes, section 16A.1245, UNIVERSITY must pay all subcontractors, within ten (10) calendar days of UNIVERSITY’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

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

**5. PAYMENT RECOUPEMENT.**

UNIVERSITY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:
a. Any amounts received by UNIVERSITY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
b. Any amounts paid by UNIVERSITY to a subcontractor not authorized in writing by STATE;
c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
d. Any amounts paid by STATE for which UNIVERSITY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 1, UNIVERSITY’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.

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

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to UNIVERSITY. STATE is not obligated to pay for any services that are provided after the effective date of termination. UNIVERSITY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide UNIVERSITY notice of the lack of funding within a reasonable time of STATE’s receiving that notice.
6.3. Breach. Notwithstanding clause 6.1, upon STATE’s knowledge of a curable material breach of the CONTRACT by UNIVERSITY, STATE shall provide UNIVERSITY written notice of the breach and ten (10) days to cure the breach. If UNIVERSITY does not cure the breach within the time allowed, UNIVERSITY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If UNIVERSITY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

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

10. RETENTION OF DOCUMENTS.

Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or documents prepared by UNIVERSITY in the performance of its obligations under this grant shall be remitted to the STATE by UNIVERSITY upon completion, termination or cancellation of this grant. Nothing in this article shall be construed to limit the UNIVERSITY’S obligation to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and clause 11. Information Privacy and Security of this grant contract.

11. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

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

d. In its capacity as UNIVERSITY under this contract, UNIVERSITY 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 UNIVERSITY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

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

f. Under this CONTRACT, UNIVERSITY 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 UNIVERSITY in performing its duties under this CONTRACT.

g. UNIVERSITY’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. UNIVERSITY 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 UNIVERSITY in performing its duties under this CONTRACT.

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

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

12. [OPTION 1] INTELLECTUAL PROPERTY RIGHTS.

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

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

12.3. Responsibilities.

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

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

c. **Duty not to infringe on intellectual property rights of others.** UNIVERSITY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, UNIVERSITY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at UNIVERSITY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. UNIVERSITY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in UNIVERSITY’s or STATE’s opinion is likely to arise, UNIVERSITY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

12. [OPTION 2] INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

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

13. PUBLICITY.

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

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

14. HUMAN RIGHTS COMPLIANCE.

14.1 Affirmative action requirements. (When applicable.) The UNIVERSITY certifies that it has a valid and current certificate of compliance from the commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36.
14.2 Equal Pay Certificate. UNIVERSITY certifies that it has a current equal pay certificate of compliance approved by the commissioner of Human Rights, if one is required, and that it is in compliance with Minnesota Statutes, section 363A.44.

15. WORKER’S COMPENSATION INSURANCE. The UNIVERSITY certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The UNIVERSITY’S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE’S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. UNIVERSITY 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 UNIVERSITY. Voter Registration materials can be found at the Secretary of State’s website: https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/.

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

18. AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.

18.1. State audit.

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

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

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

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

UNIVERSITY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. UNIVERSITY’s certification is a material representation upon which the CONTRACT award was based. UNIVERSITY shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

**18.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

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

**a. Instructions for Certification**

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

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

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

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

19. UNIVERSITY DATA DISCLOSURE.

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

20. 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.

21. CLERICAL ERRORS AND NON-WAIVER.
21.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. UNIVERSITY will be informed of errors that have been fixed pursuant to this paragraph.

21.2. 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.

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

22.1. 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.

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

22.3. Entire Agreement. 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 21.1.

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

22.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

22.6. 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.

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

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

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

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

24.2 Grants management policies. UNIVERSITY must comply with required grants management policies and procedures set forth through Minnesota Statutes, section 16B.97, subdivision 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-statutes-forms/. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

24.3 Flow-down provisions. UNIVERSITY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, UNIVERSITY may be subject to certain compliance obligations. UNIVERSITY can view a table of these obligations in the Health and Human

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

**25. OTHER PROVISIONS**

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