



## Minnesota Department of Human Services Aging and Adult Services Division

# Request for Proposals for a Grantee to Improve Quality of Services for People Receiving Customized Living Services Through Brain Injury, Community Alternatives for Disability Inclusion and Elderly Waivers

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### **Minnesota's Commitment to Diversity and Inclusion:**

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

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

### **Americans with Disabilities Act (ADA) Statement:**

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

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# 1. INTRODUCTION

## 1.1 Purpose of Request

The Minnesota Department of Human Services, through its Aging and Adult Services Division (STATE), is seeking Proposals from qualified Responders to improve overall quality of services for persons receiving customized living services. Qualified responders must have provided customized living services to Brain Injury (BI), Community Alternatives for Disability Inclusion (CAD I) or Elderly Waiver (EW) program participants in calendar year 2020 (i.e. between January 1, 2020 and December 31, 2020).

During State Fiscal year (SFY) 2022-2023, DHS intends to award approximately \$1 million in grants to successful responders. One-time grants will be available ranging from \$20,000 to \$200,000.

To be eligible, a provider must meet both of the following criteria:

1. The provider must serve at least 75 waiver participants, and
2. At least 75 percent of the participants served by the provider must be waiver participants.

For providers of customized living services under the BI or CAD I waivers, the required 75 waiver participants must reside at multiple locations each with six or more residents.

Preference will be given to providers serving a higher percentage of waiver participants.

## 1.2 Objective of this RFP

The objective of this RFP is to contract with qualified Responders to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be up to 24 months, between July 1, 2021 and June 30, 2023.

## 1.3 Proposal due date

**Proposals must be submitted by 4:00 p.m. Central Time on April 12, 2021.** Proposals should be submitted through the Customized Living Quality Improvement [grant application website](#)<sup>1</sup> 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.

## 1.4 Background

The 2019 Minnesota Legislature established a [Customized Living Quality Improvement grant program](#)<sup>2</sup> (CL QI) for providers of publicly funded customized living services, which was further modified by the legislature in 2020<sup>3</sup> (See [M.S. 256.479](#)). The CL QI grant program supports provider-initiated projects to improve quality of services for people who are receiving customized living services.

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<sup>1</sup> <https://www.grantinterface.com/Home/Logon?urlkey=mndepthhumanservices>

<sup>2</sup> [Laws of Minnesota 2019, 1<sup>st</sup> Spec. Sess. chapter 9, article 4, section 28](#)

<sup>3</sup> [Laws of Minnesota 2020, 3rd Spec. Sess. chapter 1, sections 1-2](#)

The CL QI grant program will consider the following policy objectives:

- Provide more efficient, higher quality services
- Encourage home and community-based services providers to innovate
- Equip home and community-based services providers with organizational tools and expertise to improve their quality
- Incentivize home and community-based services providers to invest in better services
- Disseminate successful performance improvement strategies statewide.

In July 2019, the Aging and Adult Services Division (AASD) released a report of a national review of quality measurement in assisted living produced under contract with the University of Minnesota. The report is part of AASD's effort to develop an assisted living report card. The report identified nine domains of quality (i.e. aspects of assisted living that have an impact on quality). Responders should work from these domains of quality in formulating their grant proposal. The Overview section in this RFP provides a list of the nine domains and descriptors of each domain. To review the complete report on assisted living quality measure visit the [Assisted Living Report Card page<sup>4</sup>](#) on the DHS website.

## **2. SCOPE OF WORK**

### **2.1 Overview**

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

The goal of this RFP is to support existing and new quality improvement efforts in the delivery of publicly funded customized living services. The legislation directs DHS to solicit proposals that meet the state's policy objectives listed in the Background section above.

The target areas for quality improvement and grant funding in 2022-2023 are based on research the State conducted in partnership with the University of Minnesota in 2019. The State is seeking proposals for quality improvement projects related to the quality domains, sub-domains, and indicators in Table 1 below. The quality domains in Table 1 are aspects of quality in assisted living identified through the study. Responders should use this table to guide their work to develop or implement project improvements to enhance any of these sub-domains, indicators and quality domains.

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<sup>4</sup> <https://mn.gov/dhs/partners-and-providers/news-initiatives-reports-workgroups/aging/assisted-living-report-card/assisted-living-reports.jsp>

**Table 1: Quality domains and indicators**

Quality Domain	Sub-domains and Indicators
<b>Resident quality of life</b>	<ul style="list-style-type: none"> <li>• Choice</li> <li>• Connectedness</li> <li>• Meaningful life/activities/engagement</li> <li>• Social relationship</li> <li>• Social activities</li> <li>• Physical activity</li> </ul>
<b>Resident and family satisfaction</b>	<ul style="list-style-type: none"> <li>• Personal care needs met</li> <li>• Respect from staff</li> <li>• Meal choice satisfaction</li> <li>• Quality of staff care</li> </ul>
<b>Safety</b>	<ul style="list-style-type: none"> <li>• Resident empowerment opportunities/perceived safety</li> <li>• Accountability and continuous quality improvement</li> <li>• Policies around resident safety</li> <li>• Elder abuse</li> </ul>
<b>Resident health outcomes</b>	<ul style="list-style-type: none"> <li>• Physical function</li> <li>• Psychosocial well-being</li> <li>• Adverse/avoidable critical incidents</li> <li>• Medication errors</li> <li>• Nursing home admissions</li> <li>• Mental health/Behavioral health</li> </ul>
<b>Staff</b>	<ul style="list-style-type: none"> <li>• Staff empowerment</li> <li>• Collaboration among staff</li> <li>• Communication (among providers/direct care workers)</li> <li>• Supports (institutional, supervisor, emotional, coworker)</li> <li>• Job satisfaction</li> <li>• Resident-centered job satisfaction</li> <li>• Consistent assignment</li> <li>• Employee qualifications</li> </ul>
<b>Physical and social environment</b>	<ul style="list-style-type: none"> <li>• Safety/Security</li> <li>• Dining room environment</li> <li>• Social climate</li> <li>• Ability to get outside</li> </ul>
<b>Service availability</b>	<ul style="list-style-type: none"> <li>• Meal service</li> <li>• Medication assistance/management/quality</li> <li>• Wellness</li> <li>• Nutrition services</li> <li>• Personal and emotional care</li> <li>• Transportation</li> </ul>

Quality Domain	Sub-domains and Indicators
Core values and philosophy	<ul style="list-style-type: none"> <li>• Rules/Resident Rights</li> <li>• Family and resident councils</li> <li>• Workplace practices</li> <li>• Scope of services</li> </ul>
Care services and integration	<ul style="list-style-type: none"> <li>• Information transmission</li> <li>• Care quality</li> <li>• Collaboration among providers, including waiver case management</li> <li>• Communication with family</li> <li>• Service plan</li> </ul>

**2.2 Tasks and Deliverables**

The following lists contain tasks and deliverables that will be required in grant contracts resulting from this RFP. These lists are not necessarily comprehensive. Other tasks and deliverables may be added during contract negotiations.

**Tasks**

- Develop and implement quality improvement initiatives
- Provide status reports as designated by the State
- Share lessons learned, best practices and challenges with other selected providers
- Submit data as needed to help the State better understand the financial implications of a specified strategy
- Meet timelines specified in the Proposal
- Provide a final project summary in a format determined by the State
- Comply with all applicable federal, state and local laws
- All products and services developed must meet the State of Minnesota accessibility standards and guidelines outlined in section VI, Accessibility Standards of this RFP

**Deliverables**

- Provide evidence of quality improvement as a result of project activities. Improvement may include but is not limited to the following:
  - Increased satisfaction among persons receiving customized living services
  - Increased participation by residents, families, staff or key partners
  - Improved collaboration and partnership with waiver case managers
  - Improved service delivery

**3. PROPOSAL FORMAT**

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness. Acceptable

Proposals must offer all services identified in Section 2 - *Scope of Work* and agree to the contract conditions specified throughout the RFP.

**IMPORTANT:** Do not submit data which may be trade secret. If you must submit information that may be trade secret in order for your response to be responsive, then please email to the Aging and Adult Services Division at [dhs.aasd.hcbs@state.mn.us](mailto:dhs.aasd.hcbs@state.mn.us).

### **3.1 Required Proposal Contents**

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component):

#### **Proposal Requirements:**

1. Executive Summary
2. Description of the Applicant Agency
3. Proportion of Waiver Participants
4. Workplan: Goals, Objectives, Activities and Implementation (Appendix A)
5. Evaluation Plan (Appendix B)
6. Budget Proposal (Appendix C)
7. Professional Responsibility and Data Privacy

#### **Required Statements and forms:**

1. Responder Information and Declarations
2. Exceptions to Terms and Conditions
3. Affidavit of Noncollusion
4. Human Rights Compliance: Workforce Certificate Information
5. Documentation to Establish Financial Stability
6. Eligible grantee statement (Appendix D)

### **3.2 Proposal Requirements**

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

1. **Executive Summary (Maximum points 5)** *Maximum 2,000 character limit, including spaces.* This component of the proposal should demonstrate the responder's understanding of the quality improvement initiatives requested in this RFP. Responders should write a brief description of the proposed project, including: goals and objectives and products/services to be developed or enhanced. 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. Note: Executive Summary from each applicant awarded a grant may be posted on the DHS public web page.

2. **Description of the Applicant Agency (Maximum points 10)** *Maximum 5,000 character limit, including spaces.* This section must include a brief history of your organization, information on the assisted living setting(s) geographic area served, the address of the project site(s), and the number of total people served within each setting. If this project will span multiple sites within your organization, provide the locations, address of each site and the total number of people served at each site. Additionally, include the current programs and activities of the agency, staff experience, strengths, challenges and programmatic accomplishments. Include reasons why your organization is capable to effectively fulfill the deliverables outlined in the RFP. The Responder should also highlight the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed services.

Additionally, describe what lasting effects will be produced by the project and how your organization will continue the proposed project after the granting period 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.

As a component of its response, Responders may review the “Qualification as a Targeted Organization” list, available at [DHS Grants and RFPs website](#)<sup>5</sup> and submit an explanation of how Responder’s qualification as a Targeted Organization uniquely improves its ability to provide services to the Target Population.

3. **Proportion of Waiver Participants (Maximum points 20)** Report the number of waiver (BI, CADI, EW) participants served in your setting(s) and the proportion of waiver participants as a percentage of your overall census.

To be eligible for the CL QI grants, providers must serve at least 75 waiver participants. The State will give preference to providers who serve a higher percentage of waiver participants.

The State will use the “Eligible Grantee Statement” in order to score this section. See section 6 of the Required Statements section for more information.

4. **Workplan: Goals, Objectives, Activities and Implementation (Appendix A) (Maximum points 40)** Maximum four pages. This section should clearly define and discuss the goals and objectives of the project in relation to the targeted population of individuals receiving customized living services. Propose and describe specific activities and strategies that will be used to meet the goals and objectives. Responders should complete and upload the Appendix A, provided in the [grant application website](#)<sup>6</sup> and herein, to meet the requirements of this component of the proposal. This section should detail how the project will be carried out in an effective and thoughtful manner,

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<sup>5</sup> <https://mn.gov/dhs/partners-and-providers/grants-rfps/>

<sup>6</sup> <https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices>

including who will be involved (internal staff, stakeholders, community organizations, etc...), what resources are required, target dates for project activities and the timeframe for completion

5. **Evaluation plan (Appendix B) (Maximum points 10):** Maximum two pages. Describe what outcomes will result from the objectives and key activities/strategies laid out in the work plan. The evaluation plan describes how the Responder will measure the results of one or more key activities/strategies and when in the course of the project you will collect data and review the results. Improvements can be measured through data you already collect or through new data collection strategies. The measurement results will demonstrate whether the project goals and objectives have been achieved. Complete and upload the Evaluation Plan, provided in the [grant application website](#)<sup>7</sup> and herein, to meet the requirements of this component of the proposal.
6. **Budget proposal (Appendix C) (Maximum points 15):** This section should specify the grant amount requested and detail all expenses for the proposed project. Complete a budget proposal narrative, and complete the Budget Template, both of which are provided online at the [grant application website](#)<sup>8</sup>. The budget proposal narrative should be separate from the Appendix C: Budget Template and should include a description of all of applicable expense areas listed in Appendix C. The budget proposal narrative must be complete and reasonable, must link to the proposed activities, and must specify how the amounts for each budget item were determined. If any subcontracted agencies are utilized include their costs in Appendix C and the budget proposal narrative. The description should also include resources that will be needed to implement the proposed project, such as staffing, training, and equipment. Responders are encouraged to apply for only the amount needed for their proposed programs.

The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds and overall cost-effectiveness.

Assuming successful Responders meet all requirements and responsibilities defined in the final negotiated contract, the State plans to take the following approach to payments: Quarterly cost reimbursement based on the previous quarter's expenses as documented by invoices.

#### 7. **Professional Responsibility and Data Privacy:**

**Professional Responsibility:** It is crucial that STATE locate reliable grantees to serve our clients. Therefore, Responders must be professionally responsible and include satisfactory information regarding their professional responsibility in their Proposals. Per Minnesota Office of Grant

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<sup>7</sup> <https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices>

<sup>8</sup> <https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices>

Management (OGM) Policies [08-02](#)<sup>9</sup> and [08-13](#)<sup>10</sup>, Responder's past performance as a grantee of STATE will be considered when evaluating a grant application.

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

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

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

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

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

### 3.3 Required Statements

Complete the correlating forms found in eDocs by searching for the form numbers referenced below, or by pasting the form file path name found in the footnotes below to your browser, and submitting the completed forms in the "Required Statements" section of your Proposal. You must use the current forms found in eDocs. Failure to submit a Required Statement or to use the most current forms found in

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<sup>9</sup> [https://mn.gov/admin/assets/08-02%20grants%20policy%20revision%20September%202017%20final\\_tcm36-312046.pdf](https://mn.gov/admin/assets/08-02%20grants%20policy%20revision%20September%202017%20final_tcm36-312046.pdf)

<sup>10</sup> [https://mn.gov/admin/assets/grants\\_policy\\_08-13\\_tcm36-207120.pdf](https://mn.gov/admin/assets/grants_policy_08-13_tcm36-207120.pdf)

eDocs is at the Responder's risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness.

**1. Responder Information and Declarations ([Responder Information/Declarations Form DHS-7020-ENG](#))<sup>11</sup>:** Complete the "Responder Information and Declarations" form available at the above link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder may fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

**2. Exceptions to Sample Contract and RFP Terms ([Exceptions to Terms and Conditions Form DHS-7019-ENG](#))<sup>12</sup>:** The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the "Exceptions to Sample Contract and RFP Terms and Conditions" form available at the above link and submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that claiming either of the following may result in its Proposal being considered nonresponsive and receiving no further consideration:

- a. Exceptions to the terms of the standard STATE contract that give the Responder a material advantage over other Responders;
- b. Exceptions to all or substantially all boilerplate contract provisions.

**3. Affidavit of Noncollusion ([Affidavit of Noncollusion Form- DHS-7021](#))<sup>13</sup>:** Each Responder must complete an "Affidavit of Noncollusion" form available at the above link and submit it with its Proposal.

#### **4. Human Rights Compliance**

**Workforce Certificate Information.** ([State of Minnesota Workforce Certificate Information- DHS-7016-ENG](#))<sup>14</sup>: (*Applies if a resulting contract will be in excess of \$100,000*). Responder is required to

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<sup>11</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

<sup>12</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

<sup>13</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7021-ENG>

<sup>14</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG>

complete the “Workforce Certificate Information” document available at the above link and submit it with its Proposal.

As required by Minnesota Rules, part 5000.3600, subpart. 9, “[i]t 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 Minn. Stat. § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

**It is Responder’s sole responsibility to submit this statement to MDHR and – if required – apply for workforce certification and obtain the certification prior to the execution of any resulting contract.**

**5. Documentation to Establish Financial Stability ([Documentation to Establish Financial Stability-DHS-7896-ENG](#))<sup>15</sup>:** It is the [policy of the State of Minnesota](#)<sup>16</sup> to make grants to organizations that are sufficiently financially stable to carry out the purpose of the grant. The information collected under this section will be used in STATE’s determination of the award of the contract. Responder must complete the “Documentation to Establish Financial Stability” form and submit the form along with the financial statements required with its Proposal.

**6. Eligible Grantee Statement (Appendix D)**

1. The Responder must be an enrolled provider with DHS to provide customized living services under BI, CADI or EW.
2. The Responder must serve at least 75 waiver participants.
3. At least 75 percent of the residents served by the provider must be waiver participants.
4. For providers of customized living services under the BI or CADI waivers, the required 75 waiver participants must reside at multiple locations each with six or more residents.

Responders will complete the required “Eligible Grantee Statement” in order to provide the required information for this section. Information provided in this statement will be used to determine if the applicant is eligible to receive funding through this grant program.

**4. RFP PROCESS**

**4.1 Responders’ Questions**

Responders’ questions regarding this RFP must be submitted in writing by 4:00 p.m. Central Standard Time on March 15, 2021. All questions must be emailed to the Aging and Adult Services Division at [dhs.aasd.hcbs@state.mn.us](mailto:dhs.aasd.hcbs@state.mn.us).

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<sup>15</sup> <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7896-ENG>

<sup>16</sup> [https://mn.gov/admin/assets/grants\\_policy\\_08-06\\_tcm36-207113.pdf](https://mn.gov/admin/assets/grants_policy_08-06_tcm36-207113.pdf)

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 posted to the [RFP website](#)<sup>17</sup> no later than March 22, 2021.

#### **4.2 Proposal Submission**

**Proposals must be received by 4:00 p.m. Central Standard Time on April 12, 2021 to be considered.**

Request for Proposal responses must be submitted through the [RFP website](#)<sup>18</sup>.

#### **4.3 RFP Important Dates**

February 16, 2021: RFP will be published on RFP website.

March 15, 2021: Responders questions regarding this RFP must be submitted to [dhs.aasd.hcbs@state.mn.us](mailto:dhs.aasd.hcbs@state.mn.us)

March 22, 2021: Answers to Responder questions will be posted to the RFP website

**April 12, 2021: RFP submission due by 4:00 p.m. Central Standard Time**

### **5. PROPOSAL EVALUATION AND SELECTION**

#### **5.1 Overview of Evaluation Methodology**

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on “best value” as specified below. The evaluation will be conducted in three phases:
  - a. Phase I Required Statements Review
  - b. Phase II Evaluation of Proposal Requirements
  - c. Phase III Selection of the Successful Responder(s)
2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.
3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to STATE or that STATE exercised the right to reject any or all Proposals. At its discretion, STATE may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

#### **5.2 Evaluation Team**

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

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<sup>17</sup> <https://mn.gov/dhs/partners-and-providers/grants-rfps/elderly-waiver-quality-services-rfp/index.jsp>

<sup>18</sup> <https://mn.gov/dhs/partners-and-providers/grants-rfps/elderly-waiver-quality-services-rfp/index.jsp>

2. STATE and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.
3. STATE reserves the right to alter the composition of the evaluation team and their specific responsibilities.

### 5.3 Evaluation Phases

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

#### 1. Phase I: Required Statements and Forms Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in section 3.3 to move to Phase II.

#### 2. Phase II: Evaluation of Technical Requirements of Proposals

- a. Points have been assigned as follows to each of the component areas described in Section 3.2 of this RFP:

<b>Proposal Components</b>	<b>Possible Points</b>
1. Executive Summary	<b>5</b>
2. Description of the Applicant Organization	<b>10</b>
3. Proportion of Waiver participants served	<b>20</b>
4. Workplan: Goal, Objectives, Activities, and Implementation Project goals and objectives	<b>40</b>
5. Evaluation Plan	<b>10</b>
7. Budget proposal	<b>15</b>
Total:	<b>100 points</b>

- 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 according to the following scale:

Proposal Component Rating	Point Factor
Excellent	1.000
Very Good	0.875
Good	0.750
Satisfactory	0.625
Poor	0.500
Unacceptable	0.000

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 “very good” rating (0.875) of a Proposed Work Plan worth a maximum of 40 points would receive a score of 35 ( $40 \times 0.875 = 35$ ).

For item 3 above, points will be awarded in the following manner:

75-84 % waiver participants: 5 points

85-100 % waiver participants: 10 points

All component scores will then be added together to create a Proposal’s total score.

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

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).
- c. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately one month after the Proposal submission due date.

**5.4 Contract Negotiations and Unsuccessful Responder Notice**

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

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

After STATE and chosen Responder(s) have successfully negotiated a contract, 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. Data created or maintained by the STATE as part of the evaluation process (except trade secret data as defined and classified in Minn. Stat. § 13.37) will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations.

## **6. REQUIRED CONTRACT TERMS AND CONDITIONS**

**A. Requirements.** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. **The full requirements are set forth throughout this RFP and are contained in the attached sample grant contract in the Appendix. The attached sample grant contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

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

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

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

### **F. 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:
  - 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:

- I. Premises and Operations Bodily Injury and Property Damage
- II. Personal and Advertising Injury
- III. Blanket Contractual Liability
- IV. Products and Completed Operations Liability
- V. Other; if applicable. Please list \_\_\_\_\_.
- VI. 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 (if applicable)

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:

- a. 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;
- b. 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;
- c. Responder is responsible for payment of grant contract related insurance premiums and deductibles;
- d. If Responder is self-insured, a Certificate of Self-Insurance must be attached;
- e. Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
- f. 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
- g. 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 is not in compliance 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.

**G. Accessibility Standards.** Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, 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 effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#).<sup>19</sup> (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

## **7. STATE’S AUTHORITY**

### **1. STATE may:**

- A. Reject any and all Proposals received in response to this RFP;
- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- D. Select for contract or for negotiations a Proposal which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
- E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;
- H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
- I. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
- J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.

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<sup>19</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

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

**Remainder of the page intentionally left blank. (Appendices follow)**

## Appendix A: Work Plan

Responders must use this template to complete their work plan, which will include goal, objectives, activities and implementation plan.

### GOAL:

Objective	Key Activities/Strategies	People Responsible	Detailed Timeline

## Appendix B: Evaluation Plan

Responders must use this template to complete to propose how they will measure the results of one or more of the Key Activities/Strategies named in their Work Plan.

Outcomes	Evaluation Plan	Timeline
(What measurable changes do you expect to see as a result of one or more Key Activities/Strategies in your Work Plan?)	(How will you measure the changes that result from your Key Activities? Changes can be measured through data you already collect or through new data collection strategies.)	(When will you collect data and review your evaluation results?)
<i>Example: Through our new quarterly staff trainings on cultural sensitivity and cultural competence, we expect to see</i>	<i>Example: We plan to develop a short survey for staff that participate in the training. The survey will be filled out prior to</i>	<i>Example: The pre- and post-test surveys will be conducted as a part of each quarterly training.</i>

*an improvement in staff confidence serving residents of different cultural backgrounds.*      *and after the training to see if staff report a change in their knowledge and understanding.*

### Appendix C: Budget Template

Responders must use this budget template to provide detailed expenses for the proposed project. You must attach a narrative describing all the details. The detailed description column and/or the narrative must specify how the amounts for each expense area were determined. The narrative budget should also describe what funds the responder is investing in the project beyond the dollars requested. Responders can modify the budget template, editing expense areas or adding expense areas not represented in the template, as needed.

<b>Expense Area</b>	<b>Detailed description</b>	<b>Examples</b>	<b>Jan-Jun 2020</b>	<b>Jul 2020-Jun 2021</b>	<b>TOTAL Dollars</b>
<b>Personnel</b>		<i>Salaries for FTEs dedicated to project</i>			
<b>Sub-contracts</b>		<i>Contracts with other organizations to deliver direct services to participants</i>			
<b>Contracted services</b>		<i>Professional contracts to benefit the grantee (e.g. program experts/advisers, technical assistance, interpreters, photographers/videographers, project-specific IT services, project content trainers, evaluation services, legal advice)</i>			
<b>Direct program costs</b>		<i>Project related expenses, such as: supplies, materials, copying, postage, room rental, refreshments, and</i>			

Expense Area	Detailed description	Examples	Jan-Jun 2020	Jul 2020-Jun 2021	TOTAL Dollars
		<i>stipends to incent program participation.</i>			
<b>Equipment</b>		<i>Any equipment over \$500</i>			
<b>Marketing</b>		<i>Advertising, promotion, outreach, publicity</i>			
<b>Staff development</b>		<i>Training, conference</i>			
<b>In-state staff travel</b>		<i>Training, conference, other</i>			
<b>Indirect / administrative costs</b>		<i>Portion of management, support staff, HR, accounting, IT, office supplies, not directly involved in project.</i>			
<b>Other</b>		<i>Add expense areas not represented in the template.</i>			
<b>TOTAL</b>					

## Appendix D: Eligible Grantee Statement

Responders will complete the required “Eligible Grantee Statement” to provide the required information identified in section 6 of the Required Statements Section of this RFP. Information provided in this statement will be used to determine if the applicant is eligible to receive funding through this grant program. The Eligible Grantee Statement is a fillable Excel spreadsheet that responders will download and complete as part of their application at the [grant application website](#)<sup>20</sup>.

## Appendix E: Sample State Grant Contract

### State of Minnesota Department of Human Services Grant Contract

#### RECITALS

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Aging and Adult Services

<sup>20</sup> <https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices>

Division ("STATE") and \_\_\_\_\_, an independent grantee, not an employee of the State of Minnesota, located at \_\_\_\_\_ ("GRANTEE").

STATE, pursuant to [Minnesota Statutes, section 256.01, subdivision 2\(a\)\(6\)](#), [Laws of Minnesota 2019, 1st Spec. Sess., chapter 9, article 4, section 28](#) and [Minnesota Statutes, section 256.479](#) has authority to enter into contracts for the following services: Quality improvement for persons receiving customized living services under the Brian Injury, Community Alternatives for Disability Inclusion and Elderly Waiver programs.

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 \_\_\_\_\_, 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 \_\_\_\_\_, 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; 12. Publicity; 15. Equipment Ownership; 16.1. State audit; and 18. Jurisdiction and Venue.

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

## **2. GRANTEE'S DUTIES.**

**2.1 Duties.** GRANTEE shall:

- a. Comply with most current versions of 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/>, including but not limited to

participating in monitoring and financial reconciliation as required in the most current version of Office of Grants Management Policy 08-10.

- b. Perform the services and activities described in Attachment A (Duties and Work Plan) and conduct evaluation activities as described in Attachment A-1 (Evaluation Plan), which are attached and incorporated and made a part of this grant contract.
- c. Participate in technical assistance sessions with DHS staff regarding the implementation of the Evaluation Plan, as requested by STATE staff.
- d. Report to the STATE upon execution of this agreement program data and progress on outcomes outlined in the work plan semi-annually. Program reports shall be submitted via the STATE's program reporting system <https://www.grantinterface.com/Common/LogOn.aspx?urlkey=mndepthhumanservices> and according to the following schedule:

<b>Program Report Due Date</b>	<b>For service period</b>
January 1, 2022	July 1, 2021 – December 31, 2021
July 15, 2022	January 1, 2022 – June 30, 2022
January 15, 2023	July 1, 2022 – December 31, 2022
July 15, 2023	January 1, 2023 – June 30, 2023

- e. Participate in grantee program and financial reporting training as required by STATE.
- f. Participate in at least one site visit during or following the grant period, as requested by STATE staff.
- g. Share lessons learned, best practices and challenges with other selected providers in a format and venue determined by the STATE.
- h. Provide a final project summary in a format determined by the STATE.
- i. Be available to participate in project evaluation for one year after the completion of this agreement upon request from the State.

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

### **3.2. Terms of payment**

- a. Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

agent pursuant to Clause 4.1. Invoices shall be submitted via the STATE’s Enterprise Grant Management System at <http://egms.dhs.state.mn.us> and according to the following schedule:

<b>Expenditure Report Due Date</b>	<b>For Service Period</b>
October 15, 2021	July 1, 2021 – September 30, 2021
January 15, 2022	October 1, 2021 – December 31, 2021
April 15, 2022	January 1, 2022 – March 31, 2022
July 15, 2022	April 1, 2022 – June 30, 2022
October 15, 2022	July 1, 2022 – September 30, 2022
January 15, 2023	October 1, 2022 – December 31, 2022
April 15, 2023	January 1, 2023 – March 31, 2023
July 15, 2023	April 1, 2023 – June 30, 2023

**b. Federal funds.** (Where applicable. If blank this section does not apply.)

**c. DUNS number.** GRANTEE’s Data Universal Numbering System (DUNS) number is \_\_\_\_\_.

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 [Minnesota Statutes, section 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 \_\_\_\_\_ or successor. Phone and email: \_\_\_\_\_. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

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

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

## **8. INSURANCE REQUIREMENTS.**

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

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

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

If [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 as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

**8.2. General Commercial Liability Insurance.** GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits: \$2,000,000 per occurrence 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. INFORMATION PRIVACY AND SECURITY.**

2. 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. See [Minn. Stat. § 13.02, subd. 8a](#).
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. GRANTEE must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

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

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or 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 [Minnesota Statutes, section 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.**

**16.1. State audit.** Under Minnesota Statutes, section 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party 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.

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

#### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**b. Lower Tier Covered Transactions.**

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

**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:

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

**21.2. Prevailing wage.** For projects that include construction work of, at minimum \$2,500 (single trade) or at minimum \$25,000 (multiple trades), prevailing wage rules will apply as per [Minnesota Statutes, sections 177.41 through 177.44 and the corresponding Minnesota Rules 5200.1000 to 5200.1120](#). 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. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the 'Prevailing Wage Payroll Report' and 'Statement of Compliance' form(s).

These forms can be found at <http://www.mmd.admin.state.mn.us/mn02000.htm>.

**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](#). 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](#) as specified in [Minnesota Statutes, section 16B.97, subdivision 4\(a\)\(1\)](#).

Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by [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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follow

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

**APPROVED:**

1. **STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, Chapter 16A and section 16C.05.*

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

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

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

**2. GRANTEE**

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

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

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

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