

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

1. Introduction.....	1
1.1 Objective of RFP.....	1
1.2 Proposal due date.....	1
1.3 Background.....	1
2. Scope of Work	2
2.1 Overview	2
2.2 Tasks and Deliverables.....	4
3. Proposal Components	4
3.1 Proposal Contents.....	5
3.2 Detail of Proposal Components.....	5
3.3 Required Statements and Forms	7
RFP Process	9
4.1 Responders’ Questions	9
4.2 Proposal Submission	9
4.3 RFP Important Dates.....	10
5. Proposal Evaluation and Selection	10
5.1 Overview of Evaluation Methodology	10
5.2 Evaluation Team	10
5.3 Evaluation Phases	10
5.4 Contract Negotiations and Unsuccessful Responder Notice.....	12
6. Required Contract Terms and Conditions	12
7. State’s Authority.....	13
Appendix A: Work Plan	15
Appendix B: Evaluation Plan	15
Appendix C: Budget Template	16
Appendix D: Eligible Grantee Statement.....	17
Appendix E: Sample State Grant Contract.....	18

1. INTRODUCTION

1.1 Objective of RFP

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 (CADI) or Elderly Waiver (EW) program participants within the past two calendar years (i.e. between January 1, 2021 and December 31, 2022).

During State Fiscal Year (SFY) 2023-2024, DHS intends to award up to two million dollars (\$2,000,000) in grants to successful responders. One-time grants will be available ranging from twenty five thousand dollars (\$25,000) to two hundred and fifty thousand dollars (\$250,000).

To be eligible for this grant, at least seventy five percent(75%) of the clients served by the provider must be waiver participants. For providers of customized living services under BI or CADI, the waiver participants must reside at multiple locations each with six (6) or more residents. The STATE will give greater preference to those providers serving a higher percentage of waiver participants.

The term of any resulting contract is anticipated to be for twelve (12) or fifteen (15) months, from April 1, 2023 until April 1, 2024 or June 30, 2024. STATE may extend the contract up to a total of five (5) years.

1.2 Proposal due date

Proposals must be submitted by 4:00 p.m. Central Time on December 5, 2022. This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

1.3 Background

The 2019 Minnesota Legislature established a [Customized Living Quality Improvement grant program](#)¹ (CL QI) for providers of publicly funded customized living services, which was further modified by the legislature in 2020² and 2021³ (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.

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

- Provide more efficient, higher quality services

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

² [Laws of Minnesota 2020, 3rd Spec. Sess. Chapter 1, Sections 1-2](#)

³ [Laws of Minnesota 2021, 1st Spec. Sess. Chapter 7, article 13, Section 10](#)

- 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 (9) 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 (9) domains and descriptors of each domain. To review the complete report on assisted living quality measure visit the [Assisted Living Report Card page](#)⁴ on the DHS website.

2. SCOPE OF WORK

2.1 Overview

This RFP provides background information and describes the services desired by 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 above Section 1.4 “Background.”

The target areas for quality improvement and grant funding in SFY 2023-2024 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.

⁴ <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
Resident quality of life	<ul style="list-style-type: none"> • Choice • Connectedness • Meaningful life/activities/engagement • Social relationship • Social activities • Physical activity
Resident and family satisfaction	<ul style="list-style-type: none"> • Personal care needs met • Respect from staff • Meal choice satisfaction • Quality of staff care
Safety	<ul style="list-style-type: none"> • Resident empowerment opportunities/perceived safety • Accountability and continuous quality improvement • Policies around resident safety • Elder abuse
Resident health outcomes	<ul style="list-style-type: none"> • Physical function • Psychosocial well-being • Adverse/avoidable critical incidents • Medication errors • Nursing home admissions • Mental health/Behavioral health
Staff	<ul style="list-style-type: none"> • Staff empowerment • Collaboration among staff • Communication (among providers/direct care workers) • Supports (institutional, supervisor, emotional, coworker) • Job satisfaction • Resident-centered job satisfaction • Consistent assignment • Employee qualifications
Physical and social environment	<ul style="list-style-type: none"> • Safety/Security • Dining room environment • Social climate • Ability to get outside
Service availability	<ul style="list-style-type: none"> • Meal service • Medication assistance/management/quality • Wellness • Nutrition services • Personal and emotional care • Transportation

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

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

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 COMPONENTS

Proposals must conform to all instructions, conditions, and requirements included in this RFP.

Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is 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," agree to the contract conditions

specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections.

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.

3.1 Proposal Contents

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

Proposal Components	RFP Section
1. Executive Summary	3.2(1)
2. Description of the Applicant Agency	3.2(2)
3. Proportion of Waiver Participants	3.2(3)
4. Workplan: Goals, Objectives, Activities and Implementation (Appendix A)	3.2(4)
5. Evaluation Plan (Appendix B)	3.2(5)
6. Budget Proposal (Appendix C)	3.2(6)
7. Required Statements and Forms	3.3

3.2 Detail of Proposal Components

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

1. Executive Summary (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) A brief history of your organization, information on the customized 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);

b) The current programs and activities of the agency, staff experience, strengths, challenges and

programmatic accomplishments;

c) Reasons why your organization is capable to effectively fulfill the deliverables outlined in the RFP, including the skill and experience of lead staff and the designated project manager with experience in planning and providing the proposed services;

d) A description of what lasting effects will be produced by the project and how your organization will continue the proposed project after the granting period ends; and

e) A discussion of the relationship with other organizations that you have or will develop further that will help maintain the proposed project long-term, and a description of 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](#)⁵ 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 participants (BI, CADI, EW) served in Responder’s setting(s) and the proportion of waiver participants as a percentage of Responder’s overall census.

To be eligible for the CL QI grant, at least seventy five percent (75) percent of the clients served by your agency must be waiver participants. For providers of customized living services under the BI or CADI waivers, waiver participants must reside at multiple locations each with six (6) or more residents. The STATE will give preference to providers who serve a higher percentage of waiver participants. The STATE will use the “Eligible Grantee Statement” (Appendix D) in order to score this section.

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 attach the **Appendix A**, provided in this RFP and also available on the [RFP website](#)⁶, to their submission 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, including

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

⁶ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

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, the Responder will collect data and review the results. Improvements can be measured through data Responder already collected or through new data collection strategies. The measurement results will demonstrate whether the project goals and objectives have been achieved. Responders should complete and attach the Evaluation Plan, provided in this RFP and also available on the [RFP website](#)⁷ to their submission 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 the Budget Template, which is provided in this RFP and also available online at the [RFP website](#)⁸. If any subcontracted agencies are utilized include their costs in the Budget Template. 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.**

3.3 Required Statements and Forms

Complete the correlating forms found in [eDocs](#)⁹ (search for the form numbers referenced below at the [eDocs](#) link, or paste the form file path name found in the footnotes below to your browser) and submit the completed forms in the "Required Statements and Forms" 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 [eDocs](#) is at the Responder's risk and may, at the discretion of STATE, result in disqualification of the Proposal for nonresponsiveness.

⁷ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

⁸ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

⁹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

1. Responder Information and Declarations (DHS-7020-ENG)¹⁰: 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 (DHS-7019-ENG)¹¹: 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 E**) 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. Human Rights Compliance

Workforce Certificate Information (DHS-7016-ENG)¹²: *(Applies if a resulting contract will be in excess of one hundred thousand dollars (\$100,000).* Responder is required to complete the “Workforce Certificate Information” document available at the above link and submit it with its Proposal. MDHR’s Workforce Certificate instructions and Application Form can be obtained at this [link](#).

As required by Minnesota Rules, part 5000.3600, Subp. 9, “[i]t is hereby agreed between the parties that Minn. Stat. § 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.”

¹⁰ <https://edocs.dhs.state.mn.us/lfsrver/Public/DHS-7020-ENG>

¹¹ <https://edocs.dhs.state.mn.us/lfsrver/Public/DHS-7019-ENG>

¹² <https://edocs.dhs.state.mn.us/lfsrver/Public/DHS-7016-ENG>

4. Documentation to Establish Financial Stability (DHS-7896-ENG)¹³: It is the [policy of the State of Minnesota](#)¹⁴ 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.

5. Eligible Grantee Statement (Appendix D)

- a. The Responder must be an enrolled provider with DHS to provide customized living services under BI, CADI or EW.
- b. At least seventy five percent(75 %) of the residents served by the provider must be waiver participants.
- c. For providers of customized living services under the BI or CADI waivers, waiver participants must reside at multiple locations each with six (6) 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.

RFP PROCESS

4.1 Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on October 24, 2022. All questions must be emailed to the Aging and Adult Services Division at dhs.aasd.hcbs@state.mn.us.

Other than through the question submission process described above, STATE personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any STATE personnel outside of the question submission process could result in disqualification.** STATE will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and posted to the [RFP website](#)¹⁵ no later October 31, 2022.

4.2 Proposal Submission

Proposals must be received by 4:00 p.m. Central Standard Time on December 5, 2022 to be considered. Request for Proposal responses must be emailed to the Aging and Adult Services Division at dhs.aasd.hcbs@state.mn.us.

¹³ <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7896-ENG>

¹⁴ https://mn.gov/admin/assets/grants_policy_08-06_tcm36-207113_tcm36-207113.pdf

¹⁵ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

4.3 RFP Important Dates

September 19, 2022: RFP will be published on RFP website.

October 24, 2022: Responders questions regarding this RFP must be submitted to dhs.aasd.hcbs@state.mn.us

October 31, 2022: Answers to Responder questions will be posted to the RFP website

December 5, 2022: 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.

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

1. *Phase I: Required Statements 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 "Required Statements and Forms" 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:

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

- 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.

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

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may proceed with the next highest scorer.

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

6. REQUIRED CONTRACT TERMS AND CONDITIONS

A. Requirements. All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. **The full requirements are set forth throughout this RFP and are contained in the attached sample grant contract in the Appendix E. 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 Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

F. 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](#).¹⁶ (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;

¹⁶ <https://mn.gov/mnit/about-mnit/accessibility/>

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

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

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

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. This template is also available online on [RFP website¹⁷](#).

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. This template is also available online on [RFP website¹⁸](#).

¹⁷ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

¹⁸ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

Outcomes (What measurable changes do you expect to see as a result of one or more Key Activities/Strategies in your Work Plan?)	Evaluation 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.)	Timeline (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 an improvement in staff confidence serving residents of different cultural backgrounds.</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 and after the training to see if staff report a change in their knowledge and understanding.</i>	<i>Example: The pre- and post-test surveys will be conducted as a part of each quarterly training.</i>

Appendix C: Budget Template

Responders must use this budget template to provide detailed expenses for the proposed project. The detailed description column 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. This template is also available online on [RFP website](#)¹⁹.

¹⁹ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

Expense Area	Detailed description	Examples	Apr-Jun 2023	Jul 2023-Jun 2024	TOTAL Dollars
Personnel		<i>Salaries for FTEs dedicated to project</i>			
Sub-contracts		<i>Contracts with other organizations to deliver direct services to participants</i>			
Contracted services		<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>			
Direct program costs		<i>Project related expenses, such as: supplies, materials, copying, postage, room rental, refreshments, and stipends to incent program participation.</i>			
Equipment		<i>Any equipment over \$500</i>			
Marketing		<i>Advertising, promotion, outreach, publicity</i>			
Staff development		<i>Training, conference</i>			
In-state staff travel		<i>Training, conference, other</i>			
Indirect / administrative costs		<i>Portion of management, support staff, HR, accounting, IT, office supplies, not directly involved in project.</i>			
Other		<i>Add expense areas not represented in the template.</i>			
TOTAL					

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 from the [RFP website](#)²⁰ and complete as part of their application.

Appendix E: Sample State Grant Contract



Minnesota Department of Human Services Grant Contract

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, --- Division (“STATE”) and ---, an independent grantee, not an employee of the State of Minnesota, located at _____ (“GRANTEE”).

RECITALS

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **TBD**, 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 **TBD/June 30, 2024**, 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

²⁰ <https://mn.gov/dhs/partners-and-providers/grants-rfps/customized-living-quality-services-rfp/>

obtained per [Minn. Stat. § 16B.98, subd. 7](#), and GRANTEE is notified to begin work by STATE's Authorized Representative.

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

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

2. GRANTEE'S DUTIES.

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

2.2. Grant Progress Reports.

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

Due Date:	For service period:
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#),²¹ 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.

²¹ <https://mn.gov/mnit/about-mnit/accessibility/>

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

- a. Compensation.** GRANTEE will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
 - 1. GRANTEE must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller 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 as specified in the [Commissioner's Plan](#).²² 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.

²² <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: ---. If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Pass-through requirements. GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),²³ Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and GRANTEE agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).²⁴

1. *GRANTEE's Name:* --- (Must match the name associated with the Unique Entity Identifier.)
2. *GRANTEE's Unique Entity Identifier:* --- Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN):* ---
4. *Federal Award Date:* --- (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date:* ---.
7. *Amount of federal funds obligated to GRANTEE (subrecipient) in this CONTRACT:* \$ ---

²³ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

²⁴ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

8. *Total amount of federal funds committed to the GRANTEE (subrecipient), including this CONTRACT: \$ ---*
9. *Total Amount of the Federal Award from which the funds to the GR (subrecipient) are drawn: \$---*
10. *Federal Award Project description: ---*
11. *Name:*
 - A. *Federal Awarding Agency: ---*
 - B. *MN Dept. of Human Services (DHS)*
 - C. *Name and Contact information of DHS's awarding official: ---*
12. *Assistance Listings Number & Name (formerly known as CFDA No.): ---, ---, ---*
13. *Is this federal award related to research and development?: Yes No*
14. *Indirect Cost Rate for the grantee is: --- (including if the *de minimis* rate is charged.)*

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by GRANTEE pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

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

5. PAYMENT RECOURPMENT.

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

- a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 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 Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that GRANTEE has breached a material term of the CONTRACT, or when GRANTEE's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

6.3. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in

default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If GRANTEE has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is -- or successor. Phone and email: --- and ---. 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: --- and ---. 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: --- and ---.

8. INSURANCE REQUIREMENTS.

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

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

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

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement,

signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

8.2. General Commercial Liability Insurance. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

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

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

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

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

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

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

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

8.5. Professional Liability Insurance.

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

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

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

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

8.6. Additional Insurance Conditions:

- a. GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this CONTRACT.
- b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by CONTRACT.

9. INDEMNIFICATION.

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

- a. Intentional, willful, or negligent acts or omissions;

- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

- b. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. [Minn. Stat. § 13.02, subd. 8a.](#)
- c. 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.
- d. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under [Minn. Stat. § 13.05, subd. 11](#), and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
- e. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in [Minn. Stat. § 13.46, subd. 1](#), and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- f. 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.

- g. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.
- h. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- i. GRANTEE must comply with [Minn. Stat. § 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

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 [Minn. Stat. § 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 Minn. Stat. § 363A.36 (the Minnesota Human Rights Act).
- d. **Notification to employees and other affected parties.** GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the

law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

- e. Notification to Labor Unions and Other Stakeholders.** GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.
- f. Compliance with Department of Human Rights Statutes.** In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with of [Minn. Stat. § 363A.36](#), and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

13.2. Equal pay certificate.

- a. Scope.** Pursuant to [Minn. Stat. § 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 [Minn. Stat. § 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 Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.

14. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).²⁵

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

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 expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

²⁵ <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

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

18. JURISDICTION AND VENUE.

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

19. CLERICAL ERRORS AND NON-WAIVER.

19.1. Clerical error. Notwithstanding Clause 20.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. 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.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 20.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

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

21.3. Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). 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 Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

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

24. OTHER PROVISIONS

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

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

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

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Signature Page Follows

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

APPROVED:

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

By: _____

Date: _____

Contract No: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____