Minnesota Department of Human Services Aging and Adults Services Division

Request for Proposals for a Grantee to Provide Eldercare Development Partnerships for Expansion and Support of Home and Community Based Services for Older Adults and Caregivers

Date of Publication in State Register: March 28, 2022

Minnesota’s Commitment to Diversity and Inclusion:

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

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

Americans with Disabilities Act (ADA) Statement:

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

The Minnesota Department of Human Services, through its Aging and Adult Services Division (State), is seeking Proposals from qualified Responders to form and lead Eldercare Development Partnerships in accordance with Minnesota State Statutes, section 256B.097 and other state and federal laws and regulations. The purpose of projects selected by the commissioner of human services under this section is to make strategic changes in the Long-Term Services and Supports system (LTSS) for older adults including statewide capacity for local service development and technical assistance, and statewide availability of Home and Community-Based Services (HCBS) for older adults and family, friends and neighbors caregiving for older Minnesotans.

During State Fiscal Year (SFY) 2023 it is estimated approximately one million seven hundred thousand dollars ($1,700,000) will be available to successful Responders.

The term of any resulting contract is anticipated to be for one year, from July 1, 2022 until June 30, 2023. The State may extend the contract up to a total of five (5) years.

B. Objective of this RFP

The objective of this Request for Proposal (RFP) is to contract with a qualified Responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for one year from July 1, 2022 until June 30, 2023, with the option to potentially extend beyond that date. The maximum initial request per year is two hundred and twenty five thousand dollars ($225,000). There is a twenty five percent (25%) matching requirement for all grant funds expended.

Proposals must be submitted by 4:00 p.m. Central Time on Friday May, 6 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.

C. Background

Eldercare Development Partnerships was enacted in 1992 under Minnesota State Statutes, section 256B.0917. This legislation created a statewide long-term strategy to increase the capacity of local long-term care services and resources to support older populations in the community. In 2013, Minnesota Statutes, section 256B.0917 was amended to clarify definitions, the content, duties and responsibilities of the Eldercare Development Partnership. These multi-county Eldercare Development Partnerships provide technical assistance and support, and bring together stakeholders in the long-term care system to help communities develop or expand home and community-based services (HCBS) for low-income older adults who are at risk of nursing home placement.

Eligible responders for this RFP are government, non-profit and for profit organizations. The responders may designate a public agency lead organization such as a county social service agency, county public health agency, or area agency on aging. The lead organization receives and manages the project funds from the State, implements the Partnership’s work plan and submits biannual reports of progress toward meeting measures of performance established in the grant/contract.
Responders must also collaborate with stakeholders listed below, which may include additional entities identified in RFP:

1. Representatives of county social service and public health agencies.
2. Representatives of an area agency on aging,
3. Representatives of local nursing home providers in an area agency on aging’s planning and service area,
4. Representatives of local non-profit and for profit HCBS and LTSS providers in an area agency on aging planning and service area,
5. Representatives of other LTSS providers in an area agency’s planning and service area, including, consumers, housing, health systems and clinics,
6. Representatives of other stakeholders in their long term care system, particularly those who will play a significant role in implementing the strategies such as local units of government, cultural and ethnic community service providers, consumer groups, health care organizations, health plans, community service programs, foundations and/or educational institutions.
7. Managed Care Health Plans.

2. SCOPE OF WORK
A. 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 Eldercare Development Partnership helps communities help themselves through community organization purviews, working with communities while generating ideas and support and offering guidance and expertise. Engaging a community’s potential creates social change and improvements for local HCBS serving older Minnesotans and caregiving from friends, families and neighbors. In addition Eldercare Development Partnership bridges communities with the Minnesota government (local, city, and county, state) and healthcare systems.

1. Successful Responders

For successful Responders, the work plan requires identifying and using existing local skills, knowledge and relationships, and building on these assets. Priority activities include working with both public and private entities and LTSS providers to collaboratively develop systems change. Activities also include technical assistance (TA) for State’s aging network grantees for Live Well at Home; Local and Regional Dementia; Minnesota AmeriCorps Senior; Grants, Equity, Access and Research (GEAR) and Customized Living Quality Improvement grant programs. This includes assisting provider organizations to understand and use a variety of payment and reimbursement streams such as Medicaid waivers, long-term care insurance, private pay and sliding fee.

Successful Responders need to build relationships to:

1. Develop a LTSS strategy consistent with current Minnesota Board on Aging State’s goals and objectives.
2. Provide statewide capacity for local service development and technical assistance related to organizational development and business practices.

3. Develop new strategies to expand and strengthen capacity of current HCBS providers.

The goal of the RFP is for selected Responders through collaborative activities to:

1. Increase the capacity of local community-based providers and communities to efficiently and effectively support high-risk, low-income older adults who are eligible for Medical Assistance, Elderly Waiver, Alternative Care and Essential Community Supports or those who are near poverty guidelines and at risk of becoming eligible for these public programs.

2. Support older adults and their family, friends and neighbors caregivers to avoid nursing home placement and/or spend-down to Medical Assistance. The target population includes high-risk, low-income older adults from diverse, cultural, racial and ethnic populations.

Characteristics of high-risk older adults may include but are not limited to:

1. Needing assistance with two or more activities of daily living.
2. Experiencing an injurious fall in the past six months.
3. Thinking about moving to a nursing home or assisted living facility.
4. Experiencing memory loss or difficulty with decision-making.
5. Receiving care from a family member who is overwhelmed or stressed because of their caregiving role.
6. Having multiple chronic conditions (e.g. hypertension, high cholesterol, diabetes, or arthritis)
7. Having no available family or informal caregiver.
8. Living alone, and needing some assistance with daily tasks.
9. Having multiple recent hospitalizations or use of nursing home services.
10. Alzheimer’s Disease and Related Dementias.

Characteristics of high-risk individual caregivers may include but are not limited to:

1. Experiencing stress, depression, poor physical health as a result of limited or no help in caregiving.
2. High physical care needs of the high-risk older adult(s).
3. Recurring health and safety issues, such as risk of falling or memory loss.
4. Reporting their own health status as poor or fair as a result of caregiving.
5. Experiencing financial hardship, such as spending their own limited income on caregiving.

2. Age-Friendly Minnesota

On December 11, 2019, Governor Tim Walz signed Executive Order 19-38 creating a formalized process for establishing a state Age-Friendly Council. Because the aging population impacts all communities, the Executive Order is a call for the state to develop strategies to promote healthy aging and ensure access to a range of public and private resources to help older Minnesotans live in age-friendly communities. The 2021 legislation extended the Age-Friendly Council’s work through October 1, 2024.

The Age-Friendly MN Council’s focus is to:

1. Advance age-friendly policies such as:
   a. Elevating the voice of older adults in developing the vision and action plan for an age-
friendly state.

b. Engaging with community, including older adults, caregivers, business, experts, advocacy organizations and other stakeholders, by providing Council’s recommendations and updates to stakeholders.

c. Identifying opportunities for and barriers to, collaboration and coordination among services, and state agencies responsible for funding and administering programs and public-private partnerships.

2. Coordinate state, local and private partners’ collaborative work on emergency preparedness for older adults, communities, and persons in zip codes most impacted by COVID-19.

3. Funding the Age-Friendly Minnesota Community Grants.

As part of Age-Friendly planning efforts for Minnesota’s aging network, the eight topics below were identified, and a status check brief developed for each one. These issue briefs will be used to inform statewide priorities with public and private partners, councils, boards and state agencies. With that commitment, Responders will work with partners, providers and communities to align with one or more of the eight topics.

1. Inclusion & Equity
2. Life at Home and in the Neighborhood
3. Health & Well-Being
4. Social & Community Connections
5. Caregiving & Dementia
6. Individual Rights & Protections
7. Emergency Preparedness
8. Age-Friendly Integration

3. Responder Categories

I. Category 1.

The State will fund proposals that will cover all the counties located in a specified planning and service area. For the purposes of providing services the State is divided into the recommended six area service areas.

1. Central Region:
   Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, Wright

2. Metropolitan Region:
   Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Washington

3. Northeast Region:
   Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis

4. Northwest Region:
   Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse, Wilkin

5. Southeast Region:
   Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Winona

6. Southwest Region:
   Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan, Yellow Medicine

II. Category 2

The State is interested in funding an organization(s) that proposes a statewide project to develop and support providers that represent a special focus area for people 65 years or older. This category is for programs that serve diverse populations, and especially populations experiencing inequities and/or disparities in the state.

1. Target and develop providers that serve a culturally and racially diverse older populations;
2. Target and develop providers as appropriate, that serve Tribal Nations in the state of Minnesota and urban and rural American Indian/Alaskan Native (AI/AN) communities statewide;
3. Target and develop providers that serve Veterans; and
4. Target and develop providers that serve LGBTQ+ older adult populations.

4. Responders’ Priorities and Strategies

Responders should develop priorities and strategies based on needs identified by:
1. The biennial LTSS Gaps Analysis and their knowledge of the regional system and services;
2. The Minnesota Aging Data Profiles Aging 2030;
3. The 2019 Status of Long-term Services and Supports Legislative Report;
4. LTSS demographic dashboard; and,
5. Data relevant data sources that illustrate service needs in the region or specific population.

5. The Responder’s Proposal Guidelines

Responders will develop new strategies, expand and strengthen the local capacity of current Home and Community Based-Services (HCBS). Respondents should focus the work plan on the top five gaps listed in LTSS Gaps Analysis with the activities and outcomes directed at reducing these gaps by:

1. Assisting local providers to develop or redesign critical services and/or service functions that are targeted to high-risk, low-income older individuals. These services include, but are not limited to: caregiver supports; respite; adult day; indoor and seasonal chore; homemaker; transportation; home modification; nutrition; supports for people with vision and hearing loss; and other needs identified at the local level. Development of these services includes engaging a broad range of service providers, including nursing homes, assisted living providers, affordable housing providers, current HCBS or LTSS providers, and other non-traditional partners, such as fiscal support entities, grocery stores, and pharmacists.
2. Developing and redesigning service options to provide more choice and control for consumers, including person-centered planning activities and supports.
3. Promoting the application of technologies that help people live in the community, provide consumer autonomy and choice, improve quality, reduce costs, and/or improve service and administrative efficiency.
4. Assisting local providers in maximizing the impact of natural supports and resources in the community such as family caregivers, neighbors/volunteers, and peer supports.
5. Increasing understanding and use of a variety of payment and reimbursement streams such as Medicaid waivers, long-term care insurance, private foundation dollar, and private pay and sliding fee.
6. Interventions that are evidenced-based or evidenced-informed that support individuals, families, friends and neighbors with caregiving.
7. Broadening capacity of service providers to assist high-risk persons and caregivers with risk management and training opportunities on recent vision and hearing loss, and supportive training to care recipients and caregiving families, friends and neighbors who have lifelong hearing vision loss and may be experiencing additional issues with other diseases that require improved communication/information delivery systems.
8. Facilitate and monitor the need for improved Internet access for older adults and providers as outlined by the State of Minnesota Office of Broadband Development.

Responders will provide Training and Technical Assistance (TTA) related to organizational development and business practices in all areas of HCBS development for older adults. Responders should indicate activities to assist State grantees for Live Well At Home®, Local and Regional Dementia, Minnesota AmeriCorps Senior® and Customized Living Quality Improvement grant program with their organization’s long-term viability by:
1. Providing technical assistance regarding business/organizational management practices which includes but not limited to project planning, planning tools, communications, marketing, social media, fundraising such as events, planned giving, donor cultivation, and board development.

2. Developing and managing multiple funding streams, including fee for service, third party payers, and public and private subsidies. The focus should be on assisting providers to support high-risk individuals with various funding streams.

3. Assisting local providers to analyze service costs against revenues and to develop strategies to serve low-income individuals.

4. Encouraging local providers to develop partnerships and creative strategies that will enhance organization’s stability. Encourage development of regional service delivery models and other ways of achieving efficiencies to serve more people.

5. Documenting and sharing with State organization’s changes and/or strengthened business practices. Reporting to the State about additional supports or resources that should be considered to support Responders’ business activities.

B. Deliverables

The Responder shall:
1. Develop activities, with a corresponding work plan and measures of success;
2. Submit a project proposal to the State.

The following is a list of some minimum deliverables that will be required in resulting contracts. This list is not necessarily comprehensive.

1. Provide biannual reports in a timely manner as set forth by the State.
2. Support and develop new strategies, expand and strengthen capacity of current HCBS.
3. Participate annually in up to four statewide meetings of Eldercare Development Partnership staff, as requested by the State.
4. Cultivate the interest of potential organizations and groups, through ongoing community development, partnerships and collaboration, to apply for State grants including but not limited to Live Well At Home®, Minnesota AmeriCorps Senior and/or Local and Regional Dementia.
5. Provide technical assistance to Live Well At Home®; Minnesota AmeriCorps Senior; Local and Regional Dementia Grantees; Grants Equity, Access and Research (GEAR) and Customized Living Quality Improvement grant programs that are located in the Responder’s service area.
6. Assist Live Well At Home®, AmeriCorps Senior and Local and Regional Dementia grantees with training opportunities including but not limited to: Rapid Screen®.
7. Successfully facilitate enrollment as a Minnesota Health Care Program provider, if outlined in a Live Well at Home grantees contract.
8. Successfully facilitate DHS licensure, if outlined in Live Well at Home grantees contract.
9. The State of Minnesota Adult Protective Staff have identified concerns of isolation of vulnerable adults, staffing shortages and challenges amongst providers, as well as decreased ability of family caregivers to adequately support vulnerable adults while facing economic and social hardships. A successful Responder will establish relationships with Minnesota county social service agencies that receive
reports of alleged maltreatment of vulnerable adults, as defined by Minnesota Statutes 626.5572, subd. 13, part (c). Through the collaboration with county social service directors, the Responder will report on specific service needs of Adult Protective Services (APS) clients.

10. Engage in outreach and service development activities to cultural and ethnic communities experiencing the highest health and social disparities.

11. Collaborate and share best practices with other Eldercare Development Partnerships.

12. Develop content and present at appropriate conferences including Age and Disabilities Odyssey Conference.

13. Convene an advisory committee, with the purpose to guide, advise and provide feedback regarding the Responder’s work plan implementation and progress. Meetings’ agenda, materials and minutes should be sent to the State Eldercare Development Partnership Administrator.

3. PROPOSAL REQUIREMENTS
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 non-responsiveness. 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. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Required Statement.

Responders must submit one online proposal through the Eldercare Development Partnership Application Service Web site located at: https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices.

Projects that improve the community’s capacity for services as identified in the Gaps Analysis Study will be given priority. The responder may use relevant data sources that illustrate service needs in a region or specific population.

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

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

Proposal Components

1. Executive Summary
2. Description of the Applicant Organization
3. Description of Population/Geographic areas served
4. Work Plan: Goal, Objectives, Activities and Outcomes
5. Budget Proposal
6. Required Statements and Forms
B. 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 2,000 characters including spaces.* This component of the Proposal should demonstrate the Responder’s understanding of the services requested in this RFP and potential barriers to complete the work. The Executive Summary should also show the Responder’s overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the Responder’s familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

2. **Description of the Applicant Organization:** *Maximum 5,000 characters including spaces.* This section must include information on the programs and activities of the agency, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments and stakeholder/advisory committee. Include:
   - Experience supporting HCBS providers
   - Reasons why your organization is capable to effectively complete the services outlined in the RFP
   - Brief history of the organization and all strengths considered an asset to your program
   - Experience of staff in addressing needs of high-risk low income older adults
   - Experience working with older adults from diverse cultures and ethnic communities and
   - Description of stakeholder/advisory committee members’ selection.

A Responder should include reasons why your organization is capable of effectively delivering the services outlined in the RFP. A Responder should demonstrate the length, depth, and applicability of all prior experience in providing the requested services, the skill and experience of lead staff, and designate a project manager with experience in planning and providing the proposed services.

3. **Description of Target Population/Geographic areas served:**
   As described on pages seven (7) and eight (8) a Responder will apply as either category 1 or category 2. If a Responder applies as category 1, describe the service areas/counties in a geographic area. List counties or tribal communities with an overview of target population needs for high-risk, low income older adults.

For Responders in category 2, describe a **statewide** project with a focus on populations experiencing inequities and/or disparities. Describe how your organization will elevate providers of a community outlined above that has been historically underrepresented and suppressed, and why there is a need to take action.

Reference the biennial **LTSS Gaps Analysis**, Aging 2030 which includes **Minnesota Aging Data Profiles**. Clearly define the top three to five gaps in Responder’s proposed geographic area(s). Specifically address each identified gap(s) in a defined community(ies) or geographic area(s). A Responder may also use other sources to illustrate a need and other sources in the RFP. Responders may also, include partners that will be engaged in addressing the identified gap(s).
4. **Work Plan: Goal, Objectives, Activities and Outcomes:**

All Proposals submitted under this RFP must address how the Responder will fulfill the expected deliverables and features set forth above. **Responders will need to download the work plan via the Application Service Web site described on page 11.** The template has detailed instructions to complete the proposed work plan.

The focus of the work plan should indicate activities to expand and strengthen at a local capacity. As a primary source the EDP grantees will develop priorities and strategies based on needs identified by past and current biennial [Long Term Services and Supports (LTSS) Gaps Analysis](#) and their knowledge of the regional system and services.

The goal must illustrate desired outcomes or what a Responder will develop the service. The goal should include supportive evidence, data and/or references on why ongoing development of this service is critical. To identify a baseline, when describing a goal for each service, include a quantitative component.

The work plan is divided into two categories. The **first, category 1** has two subsections for proposals that will cover contiguous counties located in a specified planning like an area [agency on aging](#) geographic planning area.

The **second, category 2** is for organization(s) that propose a **statewide** project to develop and support providers that represent a special focus area defined below. That may include:

- Target and develop providers that serve a culturally & racially diverse older adult populations;
- Target and develop providers as appropriate, that serve Tribal Nations in the state of Minnesota and urban and rural AI/AN communities statewide;
- Target and develop providers that serve Veterans; and
- Target and develop providers that serve LGBTQ+ older adult populations.

5. **Budget Proposal:**

This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain the proposed use of the grant funds and any applicable matching funds. Identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting entity. The explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, correspond to the proposed program activities, and specify how the amounts for each budget item were determined.

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 (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness.**

**Responders will need to download the budget via the Application Service Web site described on page 11.**

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

Personnel: Cost of staff salaries and wages of Responder/grantee staff. Staff must be designated at least as an .80FTE. Budget Justification: Specify the key staff by first and last name, their titles, brief summary of project related duties, and their time commitments to the project, based on full time equivalent. Individuals who are not directly employed by the Responder organization but work on the grant should be listed under the contracts line item. Consultant costs or professional fees should be included under the “Other” line item.

Fringe Benefits: Enter the total cost of fringe benefits, unless treated as part of an approved indirect cost rate.
Budget justification: Specify the key staff by their first and last name. Do not group staff together. Enter each individual separately. Provide a list of the elements that comprise fringe benefit costs, such as health insurance, FICA, retirement insurance. Explain the formula or rationale used to compute the cost of the fringe benefits listed in the budget proposed. Individuals who are not directly employed by the applicant organization but work on the grant should be listed under the contracts line item. Consultant costs or professional fees should be included under the “Other” line item.

Travel: Cost of local and out of town travel for staff of the project.
Budget Justification: Reimbursement to Responders/grantees for travel and subsistence expenses is following the current “Commissioner’s Plan” as promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner’s Plan states the current reimbursement rates for travel and subsistence expenses in Chapter 15: Expense Reimbursement. Travel rates must not exceed State of Minnesota rates.
• Lodging: Actual and reasonable costs.
• Mileage: Is based on Current Federal IRS mileage reimbursement rate (2022). Mileage allowance may not exceed the State maximum, currently 58.5 cents per mile for business miles driven; 18 cents per mile for medical or moving purposes; and 14 cents per mile driven in service or charitable organizations. Include the total number of trips, destinations, purpose, length of stay, transportation cost (including mileage rates).
• Meals: In State: Breakfast- $9.00, Lunch- $11.00, Dinner- $16.00
Include the total number of trips, destinations, purpose, and length of stay and transportation costs (including mileage rates). Do not include travel expenses for subcontractors.

Supplies: Costs of all tangible expendable personal property (supplies) other than those included in equipment. Supplies include consumable commodities such as paper stock, pencils, print cartridges, photocopying, etc.
Budget Justification. Provide general description of types of items included. Explanation should indicate what items are included and how costs are estimated. Unallowable cost: “Printing,” is utilizing a professional printing service to make a color or black and white digital printing for high quality brochures and professional looking manuals. Printing is not an allowable line item cost. However, photocopying, a copy made on a copying machine and used in daily office operations is allowable.

**Equipment:** Costs of all equipment to be acquired by the project.
For all respondents’ grantees, “equipment” is non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. If the item does not meet the $5,000 threshold, include it in your budget under Supplies.
Budget Justification: Equipment to be purchased with State funds must be justified as necessary for the conduct of the project. The equipment must be used for project related functions; the equipment, or a reasonable facsimile, must not be otherwise available to the applicant or its sub-grantees. An explanation including the cost of purchases, cost and terms of all rental agreements and purpose of equipment should be explained. The justification also must contain plans for the use or disposal of the equipment after the project ends.

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

Budget Justification: For each line item listed under the heading of contracts, indicate the name of the organization, the costs of all contracts, including procurement contracts (except those, which belong on other lines such as equipment purpose of the contract, and the dollar amount. If the name of the contractor, scope of work, and costs are not available or have not been negotiated, indicate when this information will be available. If necessary, attach an additional page for hard copy submissions or outline the detail on tab four of your excel spreadsheet or within the “contracts” justification section.

**Other:** Costs not included in the above line items. Such costs, where applicable, may include but are not limited to: insurance, medical and dental costs; non-contractual fees and travel paid directly to individual consultants; equipment rentals/lease; computer use; training and staff development costs (i.e. registration fees).

Budget Justification: Provide an explanation for items in this category. Staff Development/Conferences - describe the types of activities for staff development costs for each (i.e. workshops, training, seminars, etc.) Specific costs for overnight travel and lodging should be explained if applicable.

Building space cost - specify whether the space occupied is rented or owned and whether or not the costs include utilities and other occupancy related charges. Include the number of square feet and the percentage of time used for grant purposes. For example; 1500 square feet x $25/ft. x 50%=$18,750.

Communications & Utilities: Cost of utilities, postage and communications. Itemize and estimate anticipated charges for the project. Explain anticipated charges for Internet access, telephone (including cell phones) and fax services including the number of phone lines. Postage may include the
cost of mass mailings or miscellaneous project mail. Detail the number of pieces and the postage per item cost. For example; 100 letters x .50 = $50

**ADMINISTRATIVE OVERHEAD COSTS**
An “administrative overhead cost” is a cost for common or joint objectives that, therefore, cannot be readily identified with an individual, project, program or organizational activity. They generally include facilities operation and maintenance costs, depreciation and administrative expenses. When requesting administrative overhead costs, respondents should budget administrative overhead cost under the “other” category at a rate up to nine percent (9%) of modified total of direct costs. Responders/grantees need to provide details in the “other” line item under the budget justification explaining costs associated with the request.

**MATCH**
Match is a statutorily specified percentage, specified as a fixed or minimum percentage of non-State/Federal participation in allowable program or project costs. Match must be contributed by a recipient in order to be eligible for State/Federal funding or a not-to exceed percentage of State participation. The source and amount of costs and/or the value of third- party in-kind contributions proposed by the applicant to meet a matching requirement must be identified in the application budget. Matching may not be used to match another federal or state grant; it may only be used as match one time. **Required match for Eldercare Development Partnership grants is 25 percent of total budget.**

The following example shows how much “Match” a project would need to demonstrate if they were awarded $50,000 in State Funds. Note: State Funds Amount/.75 = Required Match

| State Funds Budget (Grant Amount) | $100,000 (75%) |
| Local Funds Budget (Match Amount)  | $25,000 (25%) |
| Total Project Budget              | $125,000 (100%) |

**Allowable Match:** Cash, loans, donations, local tax revenues, the actual value of dedicated staff/contractor time, volunteer time, the actual value of in-kind donations.

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

**Unallowable Match:** State funds, means tested direct services payments (e.g. Alternative Care, Community Alternative Care or Elderly Waiver). Sliding scale fees or donations made for services provided as a result of this grant do not qualify as match funding.
C. Required Statements and Forms

Complete the correlating forms found in eDocs[1] by searching for the form numbers referenced in the RFP, or pasting the form file path name found in the footnotes below to your browser, and submit them as the “Required Statements” section of your proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs in completion of the proposal are at the responder’s risk and may, at the discretion of the State, result in disqualification of the proposal for non-responsiveness. DHS accepts DocuSign electronic signatures or scanned wet signatures for the required statements. Please note: Disclosure of Funding form does not require a signature.

a. Responder Information and Declarations (Responder Information/Declarations Form DHS-7020-ENG)[1]: 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.

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

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

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

c. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021)[3]: Each Responder must complete an “Affidavit of Noncollusion” form available at the above link and submit it with its Proposal.

[1] https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG
[2] https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG
[3] https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7021-ENG
Human Rights Compliance:

i. Workforce Certificate Information. (State of Minnesota Workforce Certificate Information- DHS-7016-ENG)\(^4\): (Applies if a resulting contract will be in excess of $100,000). Responder is required to complete the “Workforce Certificate Information” document available at the above link and submit it with its Proposal.

As required by Minnesota Rules, part 5000.3600, 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.”

ii. Equal Pay Certificate. (Equal Pay Certificate Compliance – DHS -7075-ENG)\(^5\): (Applies if a resulting contract will be in excess of $500,000). Pursuant to Minn. Stat. § 363A.44, Responder must complete and submit the form available at the above link with its Proposal if the resulting contract with all amendments will be in excess of $500,000 and Responder has had 40 or more full-time employees in Minnesota or its principal place of business in a single day during the prior 12 months. It is the Responder’s sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights prior to contract execution. This section does not apply to a contract to provide goods and services to individuals under 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 prerequisite to providing those goods and services.

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us. Responder must apply for an equal pay certificate by paying a $150 filing fee and submitting an equal pay compliance statement to the Minnesota Department of Human Rights (“MDHR”). MDHR’s Equal Pay Certificate instructions and Application Form can be obtained at this link.\(^6\)

It is Responder’s sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this Proposal and obtain the certification prior to the execution of any resulting contract.

If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by the STATE upon notice that the MDHR has suspended or revoked the certificate of the business.

\(^4\) https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG
\(^5\) https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG
\(^6\) https://mn.gov/mdhr/certificates/apply-renew/equal-pay-certificate/equalpay-app-form.jsp
e. **Documentation to Establish Financial Stability** ([Documentation to Establish Financial Stability-DHS-7896-ENG](https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7896-ENG)): It is the policy of the State of Minnesota 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.

### 4. RFP PROCESS

#### A. Responders’ Conference

A Responders’ Conference will be held on **April 14, 2022**, at **1:00 – 2:30 PM Central Time**. The conference will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders may attend via conference call (contact Michael Saindon at michael.saindon@state.mn.us or 615.431.4272 for more information about attending by conference call). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective Responders after the conference.

Contact information for the web conference is as follows:

1. Join [WebEx meeting room](https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7896-ENG)
2. If requested, enter your name and e-mail address
3. Click “Join Meeting”
4. To join the teleconference only:
   a. Call-in number: +1 415-655-0003 (US/Canada)
   b. Conference Code: 963 658 792

#### B. Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on **Friday April 22, 2022**. Questions may be e-mailed to michael.saindon@state.mn.us

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

Questions will be addressed in writing and distributed to all identified prospective Responders. *Every attempt will be made to provide answers timely, with the intent that they are posted on the Eldercare Development Partnership Grant website no later than Friday, April 29, 2022.*
C. Proposal Submission

Responders must submit an online proposal through the Eldercare Development Partnership Grant Application service website located at: https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices. The online application must be received by 4:00 p.m. Central Time on Friday May 6, 2022 to be considered. Late proposals will not be considered. Hand-delivered, faxed or e-mailed proposals will not be accepted. For additional information, visit the DHS Live Well at Home webpage at https://mn.gov/dhs/partners-and-providers/grants-rfps/live-well/.

It is solely the responsibility of each Responder to assure that its Proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.

5. PROPOSAL EVALUATION AND SELECTION
A. 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. Non-selection 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.

B. Evaluation Team

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

2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, 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.

C. Evaluation Phases

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

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

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified 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 this RFP:

<table>
<thead>
<tr>
<th>Proposal Components</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Summary</td>
<td>5</td>
</tr>
<tr>
<td>2. Description of the Applicant Organization</td>
<td>15</td>
</tr>
<tr>
<td>3. Description of Population/Geographic Areas Served</td>
<td>10</td>
</tr>
<tr>
<td>4. Work Plan: Goal, Objectives, Activities and Outcomes</td>
<td>40</td>
</tr>
<tr>
<td>5. Budget proposal</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

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

c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component according to the following scale:

<table>
<thead>
<tr>
<th>Proposal Component Rating</th>
<th>Point Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>1.000</td>
</tr>
<tr>
<td>Very Good</td>
<td>0.875</td>
</tr>
<tr>
<td>Good</td>
<td>0.750</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>0.625</td>
</tr>
<tr>
<td>Poor</td>
<td>0.500</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>0.000</td>
</tr>
</tbody>
</table>

Upon determining which of the above Ratings best describes the component being rated, the total possible points available for the component from paragraph a will be multiplied by the corresponding point factor.
EXAMPLE: A “very good” rating (0.875) of a Proposed Work Plan worth a maximum of 40 points would receive a score of 35 (40 x 0.875 = 35).

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

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

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

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

   c. State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. State may require said response to be written, oral, or both. State will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.

   d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately **eight weeks** after the Proposal submission due date.

**D. 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 requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.

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

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

D. Preparation Costs. The State is not liable for any cost incurred by responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the responder voluntarily assumes risk of non-payment.

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

F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

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

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

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

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

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 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.

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

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

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

G. Insurance Requirements

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

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

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

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

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

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

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable. Please list ________________.

State of Minnesota named as an Additional Insured, to the extent permitted by law.

c. **Commercial Automobile Liability**: Responder is required to maintain insurance protecting the responder from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the responder will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:
$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

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

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)
This policy will provide coverage for all claims the responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to responder’s professional services required under the grant contract.

Responder is required to carry the following minimum amounts:

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

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

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

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

3. Additional Insurance Conditions:
   • Responder’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of responder’s performance under this grant contract;
   • If responder receives a cancellation notice from an insurance carrier affording coverage
herein, responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Responder is responsible for payment of grant contract related insurance premiums and deductibles;
- If responder is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
- Obtain insurance policies from an insurance company having an “AM BEST” rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the responder’s policy limits to satisfy the full policy limits required by the grant contract.

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

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

H. Contingency of Operations Planning Requirement

Functions identified under this RFP have been designated as Priority 1 or Priority 2 services under the Minnesota Department of Human Service’s Continuity of Operations Plan. Due to this designation, the successful responder will be required to develop a contingency of operations plan to be implemented in the event of a gubernatorial or commissioner of the Minnesota Department of Health declared health emergency. The successful responder will be expected to have a contingency of operations plan available for inspection by the State upon request. The contingency of operations plan shall do the following:

1. ensure fulfillment of Priority 1 or Priority 2 obligations under the contract;
2. 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;
3. identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the State with regard to emergency preparedness and response issues, the EPRC shall provide updates to the State as the health emergency unfolds;
4. outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
5. provide alternative operating plans for Priority 1 or Priority 2 functions;
6. include a procedure for returning to normal operations; and
7. be available for inspection upon request.

I. 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 Accessibility Policies & Standards. The relevant requirements are contained under the “Standards” tab. Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

7. STATE’S AUTHORITY

1. State may:

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

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: Sample State Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Aging and Adult Services Division (“STATE”) and [grantee name], an independent grantee, not an employee of the State of Minnesota, located at [physical address] (“GRANTEE”).

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [enter date], or the date that STATE obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later.

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

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

1.4. Survival of terms. GRANTEE shall have a continuing obligation after the expiration of this CONTRACT to comply with the following provisions of CONTRACT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights;

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

2. **GRANTEE’S DUTIES.**

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

2.2. **Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, 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](https://mn.gov/mnit/about-mnit/accessibility/) as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D. Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards. Any documents, reports, communications, etc. contained in an electronic format that 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 this 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

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8 [https://mn.gov/mnit/about-mnit/accessibility/](https://mn.gov/mnit/about-mnit/accessibility/)
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. GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

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

3.2. Terms of payment

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

b. Federal funds. N/A
4. CONDITIONS OF PAYMENT.

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

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

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

5. PAYMENT RECOUPEMENT.

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

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

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

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

d. Any amounts paid by STATE for which GRANTEE’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to
perform contract services, in accordance with clause 2,
GRANTEE’s Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04 subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that GRANTEE has breached a material term of this CONTRACT, or when GRANTEE’s non-compliance with the terms of this 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 this 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 this 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 this CONTRACT immediately thereafter. If GRANTEE has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

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

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

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

8. INSURANCE REQUIREMENTS.

GRANTEE shall not begin work under this 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 this 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 Minnesota Statutes, section 176.041 exempts GRANTEE from Workers’ Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers’ Compensation requirements.
GRANTEE’s employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE’s obligation or responsibility.

8.2. General Commercial Liability Insurance. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

8.3. Employee Theft & Dishonesty Policy. GRANTEE agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first year’s grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft & employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy. STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty policy. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, GRANTEE shall furnish STATE with a certificate of employee theft/employee dishonesty insurance.

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

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

This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE’s professional services required under this 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 fifty thousand dollars only ($50,000) without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

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

8.6. Additional Insurance Conditions:

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

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

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

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

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

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

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

   b. Actions that give rise to strict liability; or

   c. Breach of contract or warranty.

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

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

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

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

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

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

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

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

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

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this 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 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 five hundred thousand dollars ($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 goods 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
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.\(^{10}\)

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

16. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.
Under 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 this 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 this CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

16.3. Federal audit requirements and GRANTEE debarment information.
GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non- Federal entities receiving seven hundred and fifty thousand dollars ($750,000) or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in

\(^{10}\) [https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/](https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/)

laws identified in Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.
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 this CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

a. Instructions for Certification

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

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

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

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

b. Lower Tier Covered Transactions.

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

17. GRANTEE DATA DISCLOSURE.
Consistent with 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 this 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 both parties have had an opportunity to negotiate and draft this CONTRACT, and that, in the event of a dispute, this 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 ten thousand dollars ($10,000), GRANTEE must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where GRANTEE records at least three (3) bids. GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:


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


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

21.3 Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s Suspended/Debarred Vendor Report: http://www.mmd.admin.state.mn.us/debarredreport.asp. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.
22. SUBCONTRACTS.
GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

23. LEGAL COMPLIANCE.

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

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

23.3 Grants management policies. GRANTEE must comply with required Grants Management Policies and Procedures as specified in Minn. Stat section 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by 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.


a. Applicability. This section applies to GRANTEE’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, nonsocially distanced contact with State agency employees or members of the public (“Covered Individuals”).

b. Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully
vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

c. **Compliance.** GRANTEE is responsible for the following:

1. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 24.3 Requirements, above.

d. **Reporting.** Upon request, GRANTEE shall provide the STATE with documentation demonstrating compliance with these requirements. GRANTEE shall maintain documentation for a minimum of thirty (30) days past the end date of this CONTRACT.

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Signature Page Follows
Appendix B: Sample State County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Aging and Adult Services Division (“STATE”) and enter name of county, an independent grantee, not an employee of the State of Minnesota, located at enter physical address (“COUNTY”).

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minn. Stat. §16B.98, subd. 5, whichever is later.

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

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

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

2. **COUNTY'S DUTIES.**

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

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

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

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

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

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

      1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line smaller item and when the total obligation and salaries/fringe benefits remain unchanged.

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

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

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

3.2. Terms of payment

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

b. **Federal funds.** N/A

4. **CONDITIONS OF PAYMENT.**

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

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

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

5. **PAYMENT RECOUPMENT.**

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

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 21(a), COUNTY’s Duties; and/or
- e. Any amount identified as a financial audit exception.

6. **CANCELLATION.**

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

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

9. INDEMNIFICATION.

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

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

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

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

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

11.3. Responsibilities.

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

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

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

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

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

13. **AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

13.1. **State audit.** Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to this 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 this CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

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

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

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

a. **Instructions for Certification**

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

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

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

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

16.3 Entire Agreement.

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 16.1.

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

16.4 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft this CONTRACT, and that, in the event of a dispute, this CONTRACT shall not be construed against either party.
17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

19.3. **Grants management policies.** COUNTY must comply with required [Grants Management Policies and Procedures](#) 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 OGM [Policy 08-10](#).

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

20. **OTHER PROVISIONS**

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

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

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

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

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

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

   e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
f. Include a procedure for returning to normal operations; and

g. Be available for inspection upon request.

20.3. Vaccination/Testing Requirements.

a. Applicability. This section applies to COUNTY’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with STATE agency employees or members of the public; and outdoors with substantial and/or regular in-person, nonsocially distanced contact with STATE agency employees or members of the public (“Covered Individuals”).

b. Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

c. Compliance. COUNTY is responsible for the following:

1. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 20.3 above.

d. Reporting. Upon request, COUNTY shall provide the STATE with documentation demonstrating compliance with these requirements. GRANTEE shall maintain documentation for a minimum of thirty (30) days past the end date of this CONTRACT.
Appendix C: Sample State Tribal Nation Grant Contract

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

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(7) enter additional authority if applicable, has authority to enter into contracts for the following services: enter services that the TRIBAL NATION will provide.

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later.

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

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

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

2. **TRIBAL NATION’S DUTIES.**

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

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

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

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

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

   **a. Compensation.** TRIBAL NATION will be paid in accordance with Attachment B: “Budget,” which is attached and incorporated into this CONTRACT.

   1. TRIBAL NATION must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of

12 [https://mn.gov/mnit/about-mnit/accessibility/](https://mn.gov/mnit/about-mnit/accessibility/)
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 TRIBAL NATION’s approved budget changes proceed without an amendment pursuant to this clause, TRIBAL NATION must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of TRIBAL NATION’s performance under this CONTRACT shall be no greater amount than provided in the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the US General Services Administration(GSA) in its Fiscal Year(FY) Per Diem Files(Archived). The files are located at the GSA Per Diem Files website. TRIBAL NATION shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from STATE. If out of state travel is approved, the maximum lodging, meals and incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

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

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

3.2. Terms of payment

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

b. Federal funds. N/A

4. CONDITIONS OF PAYMENT.

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

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

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

5. PAYMENT RECOUPMENT.

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

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

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

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

d. Any amounts paid by STATE for which TRIBAL NATION’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 2.1, TRIBAL NATION’S Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.

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

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

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

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

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

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

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

8. **INSURANCE REQUIREMENTS.**

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

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

9. **INDEMNIFICATION.**

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

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

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

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

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

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

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

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

f. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this
g. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

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

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

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

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

13. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.


Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION or other party that are relevant to this 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 this CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

13.3. Federal audit requirements and TRIBAL NATION debarment information.

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

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

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

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

a. Instructions for Certification

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

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

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

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

14. TRIBAL NATION DATA DISCLOSURE.

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, TRIBAL NATION understands that disclosure of its social security number, federal employer tax

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identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring TRIBAL NATION to file state tax returns and pay delinquent state tax liabilities, if any.

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

16.3. Entire Agreement.

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 16.1.

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

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

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

- **State Department of Administration’s Certified Targeted Group**, Economically Disadvantaged and Veteran-Owned Vendor List, available at: [http://www.mmd.admin.state.mn.us/process/search/](http://www.mmd.admin.state.mn.us/process/search/)

- **Metropolitan Council’s Targeted Vendor list**, the Minnesota Unified Certification Program, available at: [https://mnucp.metc.state.mn.us/](https://mnucp.metc.state.mn.us/)


**17.2. Prevailing wage.**

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

**17.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central). A link to vendors debarred by federal agencies is provided at the bottom of the web page.

**18. SUBCONTRACTS.**

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

**19. LEGAL COMPLIANCE.**

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

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

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

19.3 **Grants management policies.** TRIBAL NATION must comply with required Grants Management Policies and Procedures 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 OGM Policy 08-10.

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

20. **OTHER PROVISIONS**

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

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

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

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

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

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

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

g. Be available for inspection upon request.

20.2. Vaccination/Testing Requirements.

a. Applicability. This section applies to TRIBAL NATION’S employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with STATE agency employees or members of the public; and outdoors with substantial and/or regular in-person, nonsocially distanced contact with STATE agency employees or members of the public (“Covered Individuals”).

b. Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

c. Compliance. TRIBAL NATION is responsible for the following:

1. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 20.2 above.

d. Reporting. Upon request, TRIBAL NATION shall provide the STATE with documentation demonstrating compliance with these requirements. GRANTEE shall maintain
documentation for a minimum of thirty (30) days past the end date of this CONTRACT.

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Signature Page Follows
Appendix D: Sample U of M 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, Aging and Adult Services Division (“STATE”) and The Board of Regents of the University of Minnesota, acting through its enter name of office or division, an independent grantee, not an employee of the State of Minnesota, located at enter physical address (“UNIVERSITY”).

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL.

1.1. Effective date: This CONTRACT is effective on enter date, or the date that STATE obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later.

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

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

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

2. **UNIVERSITY’S DUTIES.**

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

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

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

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

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

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

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

   2. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.
b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY's performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

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

3.2. **Terms of payment**

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

b. **Federal funds. N/A**

4. **CONDITIONS OF PAYMENT.**

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

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

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

5. **PAYMENT RECOUPMENT.**

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

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

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

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

d. Any amounts paid by STATE for which UNIVERSITY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 2.1 UNIVERSITY’s Duties; and/or

e. Any amount identified as a financial audit exception.

6. **CANCELLATION.**

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

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

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

9. INDEMNIFICATION.

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

10. RETENTION OF DOCUMENTS.

Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or documents prepared by UNIVERSITY in the performance of its obligations under this grant shall be remitted to the STATE by UNIVERSITY upon completion, termination or cancellation of this grant. Nothing in this article shall be construed to limit the UNIVERSITY’S obligation to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and clause 11. Information Privacy and Security of this grant contract.
11. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

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

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

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

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

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

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

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

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

12. [OPTION 1] INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

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

12. [OPTION 2] INTELLECTUAL PROPERTY RIGHTS.

12.1. Joint ownership. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the UNIVERSITY and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks or other materials whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, and subcontractors, either individually or jointly with others in the performance of this CONTRACT. DOCUMENTS shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, or subcontractors, in the performance of this CONTRACT. The ownership interests of the STATE and the UNIVERSITY in the WORKS and DOCUMENTS shall equal the ratio of each party’s contributions to the total described in the budget of this CONTRACT, except that the STATE’S ownership interests in the WORKS and DOCUMENTS shall be not be less than 50 percent (50%). The party’s ownership interesting the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in
12.2 Notification: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the UNIVERSITY, including its employees and contractors, in the performance of this CONTRACT, the UNIVERSITY shall immediately give the STATE’S Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of UNIVERSITY and STATE, and the costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by STATE.

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

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

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

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

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

13. PUBLICITY.

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

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

14. HUMAN RIGHTS COMPLIANCE.

14.1 Affirmative action requirements. (When applicable.) The UNIVERSITY certifies that it has a valid and current certificate of compliance from the commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.

14.2 Equal Pay Certificate. UNIVERSITY certifies that it has a current equal pay certificate of compliance approved by the commissioner of Human Rights, if one is required, and that it is in compliance with Minn. Stat. § 363A.44.

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

16. 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 five thousand dollars ($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.

17. AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.

17.1. State audit.
Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the UNIVERSITY or other party that are relevant to this 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 this 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.

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

17.3. Federal audit requirements and UNIVERSITY debarment information. UNIVERSITY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, UNIVERSITY acknowledges that UNIVERSITY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-federal entities receiving seven hundred and fifty thousand dollars ($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

13 https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/
forfeiture of federal funds.

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

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

a. Instructions for Certification

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

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

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

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, 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 whom this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

18. UNIVERSITY DATA DISCLOSURE.

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

19. 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 this CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

20. CLERICAL ERRORS AND NON-WAIVER.

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

20.2 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.
21. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

21.1. 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.

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

21.3. 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 21.1.

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

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

21.5. Prevailing wage. For projects that include construction work of twenty five thousand dollars ($25,000) or more, prevailing wage rules will apply as 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.

21.6. Debarred vendors. In the provision of goods or services under this CONTRACT, UNIVERSITY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, UNIVERSITY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s Suspended/Debarred Vendor Report.14 A link to vendors debarred by federal agencies is provided at the bottom of the web page.

   14 http://www.mmd.admin.state.mn.us/debarredreport.asp
22. SUBCONTRACTS.

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

23. 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 Grants management policies. UNIVERSITY must comply with required Grants Management Policies and Procedures set forth through Minn. Stat. § 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

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

24. OTHER PROVISIONS

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

24.2. Vaccination/Testing Requirements.

   a. Applicability. This section applies to TRIBAL NATION’S employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with STATE agency employees or members of the public; and outdoors with substantial and/or regular in-person, nonsocially distanced contact with STATE agency employees or members of the public (“Covered Individuals”).

   b. Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least
once a week.

c. **Compliance.** TRIBAL NATION is responsible for the following:

1. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

2. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

3. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

4. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 20.2 above.

d. **Reporting.** Upon request, TRIBAL NATION shall provide the STATE with documentation demonstrating compliance with these requirements. GRANTEE shall maintain documentation for a minimum of thirty (30) days past the end date of this CONTRACT.

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