Minnesota Department of Human Services Aging and Adult Services Division

Request for Proposals to Develop and/or Provide Services for Older Minnesotans to Live in the Community.

Live Well at Home Grants

Date of Publication February 18, 2020

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I. 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 develop and/or provide services for older Minnesotans to live and age in the community of their choice, by improving their community’s capacity to develop, strengthen, integrate, and maintain culturally competent home and community-based services for individuals age 65 and older, at-risk of long-term nursing home use, and/or spending down into Medical Assistance. Proposals may include strengthening services for supporting solo agers, family, friends, and neighbors caregiving.

Grants are intended to stimulate innovation by providing one-time, start-up funds to test new approaches in housing and home and community-based services development, and to develop and support core home and community-based service providers. More detail can be found in Home and Community-Based Services For Older Adults Minnesota Statutes, section 256B.0917, subd. 1a and 1b, Caregiver support and respite care projects Minnesota Statutes, section 256B.0917, subd. 6, Core home and community-based services Minnesota Statutes, section 256B.0917, subd. 7a, Community service grants Minnesota Statutes, section 256B.0917, subd. 13, and the Community services development grants program Minnesota Statutes, section 256.9754.

During State Fiscal Year (SFY) 2021 it is estimated that approximately $8 million will be available to successful responders.

B. Objective of this RFP
Proposal Submission and Funding Timeline and Guidelines: 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 range from 12 to 24 months, from July 1, 2020 until June 30, 2022, with the option to potentially extend beyond that date. The maximum initial award per year is $350,000. There is a dollar-for-dollar or 50 percent project total matching requirement for all grant funds expended. See section III.B.7 on meeting the matching fund requirements.

Proposals must be submitted through the electronic submission process described in section IV by 4:00 p.m. Central Time Friday, April 17, 2020. Electronic submissions are entered online at https://www.grantinterface.com/Home/Logon?urlkey=mndepthumanservices. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the responder. For more information about the Live Well at Home program, visit http://www.mn.gov/dhs/live-well.
C. Background
In 2000, the Long-Term Care Task Force of the Minnesota Legislature was convened to address critical long-term care issues. In 2001, based on the recommendation of the Long-Term Care Task Force, the Minnesota Legislature enacted a number of strategies intended to reshape long-term care. The central theme of the reforms passed by the Minnesota Legislature was to reduce Minnesota’s reliance on nursing homes and to increase care for older persons in the community by expanding home and community-based service options.

One element of the strategy provided funds under the Community Service Grants (Minnesota Statutes, section 256B.0917, subs.1a and b, 6, 7b and 13) and the Community Services Development Grants Program (Minnesota Statutes, section 256.9754) to provide a catalyst to further reshape the state’s long-term service and support system by funding innovative approaches to aging in place.

What are Long-Term Service and Support?
Long-term services and supports (LTSS) encompasses the broad range of paid and unpaid medical and personal care assistance that many people need for weeks, months, or years when they experience difficulty completing self-care tasks as a result of aging, chronic illness, or disability.

Long-term services and supports provide assistance with activities of daily living (such as eating, bathing, and dressing) and instrumental activities of daily living (such as preparing meals, managing medication, and housekeeping).

LTSS supports include, but are not limited to:
- personal care services
- assistance provided by a family caregiver
- nursing facility care
- transportation
- adult day programs
- home delivered meals
- chore
- homemaker
- respite
- assistive technology

Grants are available to public, private for-profit and non-profit agencies, and Tribal Nations, to strengthen a community’s ability to provide affordable long-term services and supports for older persons. The funds are for projects that expand, integrate, and help sustain the services and infrastructures that enable older adults to remain in their own homes and communities. They also support family, friends, and neighbors caregiving, and further the integration of medical and long-term services and supports in local communities. Grants promote the development of services that are available to
people of all income levels, in particular to those who are eligible for public programs and that expand affordable options that are sustained through the private market. Grants are also available to fund capital and renovation projects to help transition the state’s long-term services and supports capacity into community-based settings. These projects include new construction, renovation, or remodeling of existing buildings to provide innovative and affordable housing and services for older adults so that they may have a variety of options of how and where they want to age in place.

Grants are used to change the long-term service and support system in conjunction with a variety of federal, state, local, and private funding sources for long-term services and support such as Older Americans Act funds, Medical Assistance, foundation grants, and private pay resources.


**MN2030: Looking Forward/Age-Friendly Minnesota**

The Minnesota Board on Aging, in partnership with the Minnesota Department of Human Services, is looking forward to 2030, the year that baby boomers start turning 85. The full vision of MN2030: Looking Forward is to set priorities for LTSS as well as many other facets of our state communities that leverage the aging of the population.

Recognizing the demographic changes in Minnesota and the aging of the states’ population, 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 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 benefits of achieving an age-friendly Minnesota include coordinated public and private sector actions to address shared priorities developed with and for older adults. In the spirit of the Executive Order, a successful responder will address how their project will impact one or more of the World Health Organization’s eight domains of community living: outdoor spaces and buildings, housing, transportation, civic participation and employment, respect and social inclusion, social participation, communication and information, and community and health services.

Grants have been used to implement many of the themes highlighted by MN2030. The funds have served as “venture capital” that has allowed community partners to be innovative in developing new, cost-effective, and sustainable approaches to help older Minnesotans maintain their health and independence.
II. Scope of Work

A. Overview

This RFP provides background information and describes the services desired by the State. It delineates the requirements for this 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 three general categories of services and/or projects desired by the State include:

1) Category 1: Capital and Renovation grants ($350,000 or less per year) pursuant to Minnesota Statutes, section 256.9754. Please note: if you are applying for funding within this category, you will be required to complete the Live Well At Home Cost Development worksheets for completion once the application timeline closes.

2) Category 2: Long-Term Services and Supports Development grants ($350,000 or less per year) pursuant to MN Statutes, section 256B.0917, subd. 1a, 1b and 13.

3) Category 3: Core Home and Community-Based Services ($30,000-$50,000 per year) pursuant to MN Statutes 256B.0917, subd. 7a.

Category 1—Capital and Renovation Requests

Applications in this category cover:
- new construction
- renovation
- retrofitting
- home modification
- transportation, e.g., purchase of a vehicle
- technology

Applications may be made for grants to cover the capital costs of new construction, renovation, retrofitting, or remodeling of existing buildings or accessibility modifications in individuals’ homes. Renovation and remodeling should result in the delivery of unique approaches to housing and services, affordable housing units suitable for home care services, or combinations of services, to residents age 65 and older with low and moderate incomes and persons with a variety of chronic health conditions. Retrofitting should produce savings for older adults as it reduces costs of medical care and other services. It should focus on homes that lack the necessary structural features and support systems to make aging in place viable.
The State seeks responders who promote equity, self-sufficiency, independence, quality-of-life values, safety, privacy, space to enjoy relationships and individual and/or community activities, and integration into the larger community. Responders should demonstrate how those values are supported by the proposed home modifications or new construction, technology, or services.

For new construction, the State requires lockable single-occupancy living units that have at a minimum private lavatories and showers (3/4 baths), a food preparation area suitable for a mini-refrigerator and microwave, and that have a total of at least 350 square feet. Accessible common and living areas are preferred. Both physical accessibility and communication accessibility (using hearing loops, for example) are important in common and living areas. Priority will be given to development of projects in communities in which there are no housing with services within a 15 mile radius of the proposed project site and a community need is clearly demonstrated. The requirements listed above are preferred for renovation and nursing facility conversion projects. These projects should result in apartment-based housing or settings that are licensed as board and lodge facilities. Units intended for use in memory care programs must be built so that potentially hazardous plumbing and electrical elements may be disabled.

Renovation, retrofitting, and home modification includes making existing housing units accessible and/or incorporating elements of universal design. Information on universal design is available by contacting a Certified Aging-in-Place Specialist (CAPS). These specialists can be located at http://www.nahb.org/en/learn/designations/certified-aging-in-place-specialist.aspx. There are several within Minnesota. CAPS are trained in the unique needs of older people and have a strong grounding in universal design – designing homes to maximize the safety, usability, and comfort of all residents.

The State requires all vehicle projects meet ADA accessibility standards. Responders should work with their local Regional Transportation Coordinating Councils (RTCCs) in Greater Minnesota (http://www.coordinatemntransit.org/regional/rtccs/) or the Transit Coordination Assistance Projects in the Twin Cities Metro Area to identify opportunities to coordinate vehicle use with other organizations. This sharing of resources improves the transportation options for older persons with mobility limitations.

The State expects projects to incorporate the latest in technology, design features, universal design, and appropriate home modifications into capital or renovation requests where possible.

Buildings may include existing nursing facilities, subsidized senior apartment buildings, board and lodge, adult foster care homes, and private homes of persons with low to moderate incomes. Projects should consider the potential new requirements of the Minnesota Assisted Living licensure law, which takes effect on August 1, 2021.
Additional details available from the Minnesota Department of Health: https://www.health.state.mn.us/facilities/regulation/assistedliving/index.html.

Applications in this category may include other minor expenses such as alterations of office space, purchase of laundry, kitchen, and bath equipment, and start-up costs such as training. Home modifications to individuals’ homes or apartments can also be funded when the planned modifications are part of meeting broader community needs.

Priority will be given to responders who are proposing to provide low-income housing options to older adults experiencing homelessness. This will include new construction or remodeling of existing structures.

We are also interested in proposals that focus on new approaches to providing housing and services that support groups of consumers who may desire housing options that have forms of joint ownership and with innovative purchase and delivery of basic services models, especially for those who can pay privately. This category would include funding an organization that would test their model and develop a manual or guide based on its experiences developing that prototype.

For projects that include construction work of, at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per Minn. Stat. §§ 177.41 through 177.44, and, the corresponding Minnesota Rules 5200.1000 to 5200.1120. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the ‘Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ form(s). These forms can be found at http://www.mmd.admin.state.mn.us/mn02000.htm.

**Category 2 - Long-Term Services and Supports Development Requests**

Applications in this category cover, but are not limited to, community supports such as:
- chore
- homemaker
- supporting family, friends, and neighbors in caregiving
- respite
- transportation
- chronic disease management
The State works in collaboration with partners to fund the development of a comprehensive and coordinated system of long-term services and supports. Partners include, but are not limited to, counties, Area Agencies on Aging, nursing facilities, health plans, health care systems, physicians and clinics, consumers, universities/colleges, public and private housing owners, employers, tribes, local social service providers, faith-based organizations, grass-roots organizations, and other for-profit and non-profit organizations. All partners are encouraged to strengthen their community relationships with diverse populations whose racial, ethnic, cultural, language, social, sexual, gender, or residential status or other factors indicate that specialized services will aid the population(s) in reaching their full health potential as defined by the Minnesota Department of Health in their advancing health equity report (2014).

The State of Minnesota is committed to helping older adults and their family caregivers manage risk factors that may lead to a nursing home placement and/or spending down into Medical Assistance and purchase support to sustain independent community living, control publicly funded health and long-term services and supports spending, improve integration between health and long-term services and supports, and increase home and community-based services capacity.

The State is also committed to ensuring that any long-term services and supports development is sustainable into the future. The Live Well at Home Grants provide funding and incentives to make some long-term service and support changes possible. Live Well at Home Grants are used to test new approaches to prevention, risk management, and community living support targeted towards persons spending down to eligibility for Medical Assistance and its waivers or at-risk of long-term nursing home placement. These approaches should also be available to private pay individuals who can use some of their own resources to purchase services that meet their needs.

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

- Needing assistance with one or more activities of daily living;
- Experiencing an injurious fall in the past six months;
- Thinking about moving to a nursing home or assisted living facility;
- Experiencing memory loss or difficulty with making decisions;
- Receiving care from a family member, friends, and/or neighbors who are overwhelmed or stressed because of their caregiving role; and/or
- Those experiencing increased mental or physical risk due to racial or ethnic discrimination, or historic or contemporary trauma.

Different service delivery models of long-term services and supports are needed to reduce and/or stabilize risk factors, manage chronic conditions, optimize independent community living, and ensure alternatives to long-term stays in nursing facilities. Disparities in access to home and community-based services and supports for hard-to-reach populations need to be addressed. The State recognizes that tribal nations,
counties, managed care organizations and healthcare systems, area agencies on aging (AAAs), quasi-formal service providers (e.g., faith-based, culturally-focused, or other volunteer resources), and others, are key to integrated long-term service and support delivery.

Applications may be made for grants that will address one or more of the following objectives:

- Expand, integrate, and maintain essential community support services that enable older adults to remain in their own homes and communities;
- Integrate medical and home and community-based services and promote self-management of chronic disease and other risk factors, including support for family and informal caregivers (i.e., friends and/or neighbors);
- Support individual choice, control, and private pay purchasing;
- Support at-risk families and informal caregivers;
- Facilitate collaboration between long-term service and support providers, health care providers, other state agencies, other funders, policy makers, community organizations, local businesses including employers and consumers; and
- Use a variety of technologies to help people live in the community, assess needs, manage health and chronic disease, deliver services and caregiver support, monitor and evaluate outcomes, improve quality, purchase and manage services by consumers, supervise and train staff, manage data, simplify administrative and service delivery processes, reduce costs, and/or provide more consumer autonomy and choice. The goal is to use technology to close the distances and remove impediments that act as barriers to home and community-based services.

The State is interested in funding projects in the following priority areas:

**Caregiving**

- Assure the health and safety of older adults by providing caregiver supportive services which empower the caregiver to care longer and delay placement of the older adult;
- Services that assist with identifying at-risk caregivers; especially those close to burnout or placement of the older adult;
- Provide information, education, and training for caregivers, through a variety of formats, to build capacity to provide, manage, and cope with caring for an older adult in the designated community;
- Demonstrate the need in the proposed service area particularly where nursing facility closures have occurred or are occurring or areas with service needs identified by section MN State Statute 144A.351 of 256B.0917. Preference must be given for projects that reach underserved populations;
- Establish a local coordinated network of volunteer and paid respite workers; working to fill respite gaps including access to in-home, out-of-home, facility-based and emergency respite services;
• Services that offer temporary, substitute care, supervision, support, or living arrangements, including in-home, out-of-home non-facility and facility-based, to older persons in order to provide a brief period of relief or rest for informal caregivers (i.e., friends and/or neighbors); and
• Coordination between respite care providers and caregivers of older adults to ensure equitable access to a full spectrum of services.

Community Supports
Develop, expand and sustain service(s) that are critical to maintaining community living for older adults and their family and informal (e.g. friends, neighbors) caregivers. Such services include respite (group, emergency, evening, weekend), chore, homemaker, transportation, personal emergency response, assistive technology home delivery, adult day, community living assistance, caregiving support and education. In order for different home and community-based services to be considered, local evidence of the need for the service(s) must be provided. These cost-effective services, when provided to an individual who is beginning to experience a need for home and community-based services and supports, can stabilize an individual and prevent or delay their spenddown to Medical Assistance or a move to an assisted living or nursing facility.

These services are needed by older adults regardless of income level. Proposed service models must determine the true unit cost to deliver the service(s) and incorporate a sliding fee scale in order to ensure access for all individuals to the services. Equally important is maximizing the use of volunteers, unlicensed service professionals and other community resources to maximize the availability of services in a proposed geographic area.
Of particular interest are:
  a) Proposals from cultural and ethnic community organizations;
  b) Models that propose to serve culturally and racially diverse older adult populations and/or American Indian Elders; and
  c) Models that serve older adults in rural as well as frontier and remote areas.

Refer to Section III.B, Special Focus, for more details on additional areas of interest by the State.

Projects must clearly describe:
• How they will achieve their purpose;
• The process for recruiting, training, and retraining all volunteers; and
• A plan to promote the project in the designated community, including outreach efforts to identify potential caregivers and linkages to regional and national resources.

New models of service delivery that consolidate administrative capacity across agencies to achieve greater efficiencies, and connect these high priority individuals with services are needed given the current economic climate and the rapidly increasing numbers of
these older adults. Include technical assistance costs in your proposal that will help explore the use of advances in technology to enhance your services.

**Healthy Aging**
Support high risk older adults to better manage their chronic conditions, improve their quality of life, lower health care costs and maintain their independent living through opportunities for: education and training, medication management, care transitions or other programs that utilize proven evidence based or informed self-management techniques.

These programs will increase access to evidence-based health promotion and disease management interventions to prevent onset, or manage chronic conditions, and fall risk. Evidence-based disease prevention and health promotion programs reduce the need for costly medical interventions. Programs offered should assist individuals who are at-risk for hospitalization or placement in a long-term care facility or who are beginning to experience the need for home and community-based services. Programs offered can provide opportunities to improve access to long-term care decision support for individuals and their caregivers and connect them to flexible community supports (see above) and resources to help them better manage their health status and ongoing health conditions. For information on evidence-based health promotion/ disease prevention programs: https://www.ncoa.org/resources/highest-tier-evidence-based-health-promotiondisease-prevention-programs/.

**Homeless Support Services**
Develop new models of Homeless Support Services to provide assistance to older adults who are experiencing homelessness to move into stable housing, receive the services and supports they need, and access non-emergent health care services. The goal of these service models is to help high risk older adults to stabilize their living arrangement and their health so they can avoid emergency room admissions and reduce their risk for experiencing homelessness again. The objectives of this section are increasing the awareness of the socio-economic trends influencing elder homelessness, and to develop a better understanding of vulnerabilities among older adults experiencing homelessness. Types of transitional assistance provided through these models may include:

- Accessing and maintaining stable housing:
  - lease and rental deposits, including subsidized housing e.g. Section 8, Section 202/8;
  - essential furniture;
  - utility set up fees and deposits;
  - personal supports to help locate and transition to the community-based housing;
  - basic household items;
  - personal items;
  - window coverings; and
o one time pest and allergen treatment of the setting.

- Applying for and receiving publicly-funded long-term services and supports, mental and chemical health services;
- Applying for and receiving income subsidies, food support and other public benefits; and
- Coordination of services and supports

**Transportation**

- Develop and expand volunteer driver transportation services;
- Increase efficiency and coordination of current and future transportation services that fill current service gaps, including serving frontier and remote communities; and
- Create and provide innovative transportation options, e.g. Loop bus service.

**Category 3 - Core Home and Community-Based Services**

Core home and community-based services aim to strengthen and develop additional home and community-based services and alternatives to nursing homes and other residential services throughout Minnesota to allow people (regardless of income) to remain in their own homes for as long as possible. They complement community services by covering some fixed costs for small non-profit providers offering community services and additional services such as, but not limited to: transportation, home modification, chore, and companion.

Responders eligible for the core home and community-based services grants must be a core home and community based services provider as defined in Minnesota Statutes, section 256B.0917, subd. 1b(c). Organizations funded under core home and community-based services have operating budgets of $175,000 or less annually and serve a geographically limited area. Priority will be given to the development of new core home and community-based service providers in communities where there is a lack of affordable services available. Priority will also be given to those existing core home and community-based service providers expanding into adjacent unserved communities. A strong community need must be clearly demonstrated throughout the proposal. Recipients of core home and community-based service grants are required to generate income by charging for services through the use of a sliding scale fee.

**B. Tasks and Deliverables**

The following list contains some tasks and deliverables that will be required in grant contracts resulting from this RFP. This list is not necessarily comprehensive. Other tasks and deliverables may be added during contract negotiations.

**Tasks**
• Attend and participate in the bi-annual Age and Disabilities Odyssey Conference. (The cost to attend and participate will be included in your grant application.)
• Participate in lessons learned and promising practices sharing with other grantees.
• Enroll as a provider with the Minnesota Department of Human Services.
• Complete required/recommended training as designated by DHS staff, such as Provider Enrollment training, How to Be an Ally, etc.
• Meet with Lead agency (counties, health plans and tribes) staff to discuss project and the availability of services
• Provide reports in a timely manner as set forth by the State.
• Participate in one or more site visits during the grant period, as requested by the STATE.
• Comply with all applicable federal, state and local laws.
• Meet timelines and production parameters in proposal.
• Participate in social media tools.
• Identify and serve at-risk persons in the community by using the Live Well at Home Rapid Screen®.
• All products and services developed must meet the State of Minnesota accessibility standards and guidelines outlines in section VI.I, Accessibility Standards of this RFP.

Deliverables
• Promote and assist people in using self-directed community-based supports whether through private or public pay funds.
• Increase the number of older Minnesotans using home and community-based services.
• Progress in achieving goals/outcomes of project as outlined in the project’s work plan.
• Improve access and control for consumers: a) via evidence of project’s role in improving coordination and/or linkages across long-term services and supports in the service area, and/or b) by creating new service models that increase consumer choice and control.
• Improve targeting and management of public funds for culturally and racially diverse older adult populations, American Indian older adult populations, older adults with disabilities, older adults in rural areas and those with at-risk needs.
• Improve efficiencies in use of personnel, such as: a) better use of paid personnel and/or b) appropriate use of informal and quasi-formal resources.
• Expand the type and number of funding sources to achieve fiscal sustainability – private pay, third party contracts and/or other private/public funding. After one year, a plan for fiscal sustainability is in place.
• Capital and renovation selected responders will increase the number of affordable housing units or services, better use of existing infrastructure in service area and/or provide evidence of cost effectiveness of accessibility/safety modifications (if applicable).
III. Proposal Format

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the proposal are at the responder’s risk and may, at the discretion of the State, result in disqualification of the proposal for nonresponsiveness. Acceptable proposals must offer services identified in Section II - Scope of Work and agree to the contract conditions specified throughout the RFP.

A. Required Proposal Contents

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

1. Proposal Requirements
   1. Executive Summary
   2. Description of the Responder Agency
   3. Description of Target Population
   4. Work Plan: Objectives, Activities, and Outcomes
      - For Capital/Renovation Only: If proposing a capital or renovation project, additional information will be requested.
   5. Evaluation Plan
   6. Nursing Facility Closure Preference
   7. Budget Proposal – include Fee Schedule.

2. Required Statements
   a. Responder Information and Declarations
   b. Exceptions to RFP Terms and Conditions
   c. Affidavit of Noncollusion
   d. Trade Secret/Confidential Data Notification
   e. Documentation to Establish Fiscal Responsibility
   f. Disclosure of Funding Form
   g. Human Rights Compliance
      - Affirmative Action Certification
      - Equal Pay Certificate
   a. Certification Regarding Lobbying

B. Proposal Requirements

Responders must submit one online proposal through the Live Well at Home Grant Application (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 2015 and 2016 Gaps Analysis Study [https://mn.gov/dhs/partners-and-providers/news-initiatives-reports-workgroups/long-term-services-and-supports/gaps-analysis/] will be given priority. Visit the DHS Live Well at Home grant page at [http://mn.gov/dhs/live-well] for more information. The following will be considered minimum requirements of the proposal with emphasis on completeness and clarity of content.

**Special Focus (Optional, 50 points)**

The State will review the proposal submission to determine if the proposal provides examples of how the respondent meets the special focus areas below. If the State in its sole discretion determines that a proposal provides sufficient examples, the State may award points to the responder's proposal in accordance with the evaluation process of this Request for Proposal (RFP).

The State is interested in funding community or collaborative focused projects that provide examples of how they are currently or will:
- Represent a culturally focused organization(s);
- Implement plans to target culturally & racially diverse older adult population;
- Implement plans to target American Indian Elder populations;
- Implement plans to serve older adults in rural areas;
- Implement plans to serve Veterans;
- Implement plans to serve LGBTQ older adult populations; and
- Use of innovative and/or enhanced approaches to achieving successful outcomes.

1. **Executive Summary (5 points): Maximum 2,000 characters including spaces.**
   This component of the proposal should demonstrate the responder's understanding of the services requested in this RFP. Responders should write a brief description of the proposed project, including: the goal, the list of objectives and products/services to be developed. The Executive Summary should also clearly describe or outline the responder's overall design of the project in response to achieving the purpose and deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services. The executive summary from responders awarded a grant will be posted on the Department of Human Services public web page.

2. **Description of the Responder Agency (125 points): Maximum 5,000 characters including spaces.** This section must include information on the programs and activities of the responder, the number of people served, geographic area served, staff experience, and programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program.
The responder should demonstrate the length, depth, and applicability of all prior experience in providing the requested services. The responder should also demonstrate the skill and experience of lead staff and designate a project manager with experience in planning and providing the proposed services.

Identify partners and their individual commitments to the proposed project. Clearly define each partner’s role, resources, and responsibilities in the budget and responsibilities in the work plan that each partner will contribute to the proposed project.

To receive a maximum score, responders should involve at least two of the following groups as partners in their proposal: an area agency on aging, a county public health nursing, human, or social service organization, a healthcare organization, a quasi-formal or other service provider, and/or local not-for-profit or for-profit business (e.g., an employer, service company, retailer or other commercial venture, educational institution, unit of government, transportation agency or trade association).

3. **Description of Target Population (125 points):** Maximum 6,500 characters including spaces. In this section, responders should clearly describe the need for the proposed project in their community. This description should include an overview of the overall project design that:
   a. identifies the level of need for these proposed services or system change;
   b. identifies who will be targeted for services by the project;
   c. cites the methods or information used to determine this need, including a reference to a related study and/or survey to affirm the need; and
   d. describes how the project will address the need.

Describe the level of need for services in your community and how adults 65 and older and individuals’ caregiving will be targeted for services by the program. Responders should also include barriers or foreseen challenges and how they will be addressed, and discuss whether the project and activities will have a local, regional, or statewide impact, how many will be served, and whether it will serve low- and moderate-income individuals and families. Responders will also include if this project/service can be either be replicated and/or if they can educate and/or empower a partner to duplicate this project/service in another area.

Describe the services provided and outreach methods that will be used to effectively reach target population. Include description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how your programs and activities will positively impact the target population; you may provide examples, performance measures, and desired outcomes. If submitting an LTSS proposal, describe the strategic changes this project will make in the current LTSS system, either by how
the project will change the LTSS system or describe the intended LTSS development outcomes.

4. **Work Plan: Objectives, Activities, and Outcomes (250 points):** The goal of the Live Well at Home program is “to help older adults live well at home by focusing strategic investments to prepare Minnesotans for 2030.” In this section, responders will identify a minimum of three (3) and no more than six (6) measurable objectives of their project in order to reach that goal. The proposed objectives will be used to measure a grantee’s progress and demonstrate the program’s effectiveness, and will carry forward to the grantee’s semi-annual reports so that all projects and programs will be measured specifically on self-identified components and targets.

For the purposes of this RFP, the following definitions will be used:

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

**For capital and renovation projects only.** In order for a responder to demonstrate that it meets the requirements in Section II.A, Category 1, responders must provide the following documents:

- **Development Cost Worksheet** – factor in prevailing wage rules if needed
- **Property Income Expense Worksheet**
- **One page summary of bid information or cost estimate; include the source.**
- **8 ½ x 11 reduced scale drawing from which room sizes and other building details may be determined.**
- **8 ½ x 11 reduced scale layout drawing showing basic site elements of existing structures and any new construction.**

For projects that include construction work of, at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per Minn. Stat. §§ 177.41 through 177.44, and, the corresponding Minnesota Rules 5200.1000 to 5200.1120. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established
prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the ‘Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ form(s). These forms can be found at [http://www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm).

5. **Evaluation plan (125 points):** Maximum 6,500 characters including spaces. The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes, including how this project/service increased efficiencies that lead to cost savings, reduced the risk level for recipients that were at-risk of entering a nursing home, and increased area coordination of services that lead to the reduction in duplication of services. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

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

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

6. **Nursing Facility Closure Preference (20 points):** Responders are encouraged to provide the name of one nursing facility in the project’s service area that has or is permanently closing nursing facility beds under Minnesota Statutes, section 256.9754, subd.5 after January 1, 2019. Responders that cite a nursing facility closure and illustrate throughout the proposal requirements how they are working with the cited nursing facility to strengthen and integrate their community’s home and community-based service capacity for people at-risk of long-term nursing home use and/or spending down into Medical Assistance will be eligible for maximum points. An updated list of facility closures will be available via the online application portal. Responders will need to identify their nursing facility partners and detail their existing and/or proposed collaborative relationship.

7. **Budget proposal (300 points):** This section should specify the grant amount requested and detail all expenses for the proposed project by (1) completing and
uploading the provided budget template excel spreadsheet and (2) creating and uploading a fee schedule to the Grant Application Service Center. Budgets must be split into separate State Fiscal Years (SFY). For example, if a responder is proposing a two year project to cover SFY2021 (July 1, 2020 – June 30, 2022) and SFY2022 (July 1, 2021 – June 30, 2022), two proposal forms must be submitted, each detailing separately the estimated costs for each year separately. If a project or program request is for anything over 12 months, there must be a budget form for SFY2021 (the first 12 months of the project) and a separate budget form for FY2022 (the remaining months of the project).

a. Budget. Describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs associated with them and which components are essential to delivering minimum quality services. Responders should include a budget narrative for itself and each subcontracting agency, if any. See "Instructions for Preparing Budgets" below for line-by-line instructions on how to complete the budget.

Explain the proposed use of the grant funds and matching funds. A fifty percent match is required. This is a dollar-for-dollar match up to the $350,000 maximum grant amount requested. Responder’s explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. Five percent of the total budget may be allocated to cover evaluation costs.

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 responders be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal), overall cost-effectiveness and likelihood of becoming financially sustainable by the end of the grant period.

If applicable, factor in prevailing wage rules when proposing costs.

b. Fee Schedule. Projects should decrease reliance on grant funding after the initial grant period. This section should include a narrative that describes how the project will become financially sustainable and when sustainability will be achieved. Demonstrate a transition to self-sufficiency and reflect the transition clearly in the budget as well.

The Fee Schedule should clearly articulate the true unit cost for each service and establish a fee schedule for all persons served by the project including individuals who are not income eligible for public programs that includes a conforming
sliding scale fee schedule for persons not able to pay the full cost of the service. When describing the fee schedule, keep in mind the different people served and the funding sources available to cover the costs, such as private pay, Older Americans Act -Title III and Medicaid waivers.

Responders providing community services must indicate that they intend to receive payment from appropriate sources for individuals eligible for publicly funded programs and have a fee schedule in place. Applications that include community services but do not provide this information will have their budgets adjusted prior to contract if selected.

Upload one budget Excel template for each SFY and a fee schedule to the online Application.

For capital and renovation projects only. In order for responder to demonstrate that it meets the requirements in Section II.A, Category 1, of this RFP, responder must complete and upload the following documents within the online Grant Application:

- Property Income/Expense Worksheet
- Development Cost Worksheet

Instructions for Preparing Budgets

PERSONNEL
Cost of staff salaries and wages of responder/grantee staff.

BUDGET JUSTIFICATION: Specify the key staff (first and last name), their titles, brief summary of project related duties, and their time commitments to the project, based on full time equivalent, e.g., 0.5 FTE and rate of pay (exp. $25/hour or $50,000 annually). Individuals who are not directly employed by the responder/grantee 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: Provide a list of the elements that comprise fringe benefit costs, such as health insurance, dental, FICA, retirement, life insurance. Explain the formula or rationale used to compute the cost of the fringe benefits listed in the budget proposed.

TRAVEL
Cost of local and out of town travel for staff of the project, including Odyssey conference for applicable years.
**BUDGET JUSTIFICATION:** Reimbursement to project staff for travel and subsistence expenses is to be made consistent with the current “Commissioner’s Plan” as promulgated by the Commissioner of Employee Relations. 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. Mileage allowance may not exceed the State maximum, currently 57.5 cents per mile (2020). 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

1. **Breakfast.** Breakfast reimbursements may be claimed if the employee leaves his/her temporary or permanent work location before 6:00 a.m. or is away from home overnight.

2. **Lunch.** Lunch reimbursements may be claimed if the employee is in travel status more than thirty-five (35) miles away from his/her temporary or permanent work location or is away from home overnight.

3. **Dinner.** Dinner reimbursements may be claimed only if the employee is away from his/her temporary or permanent work location until after 7:00 p.m. or is away from home overnight.

Do not include travel expenses for subcontractors or responder/grantee’s clients under travel. Expenses incurred for clients list under other. Include the total number of trips, destinations, purpose, length of stay and transportation costs (including mileage rates).

**BUILDING SPACE/UTILITIES**

Space rental and heat, water, electricity, sewer, telephone, cell phone, internet utilities

**BUDGET JUSTIFICATION:** 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; 1,500 square feet x $25/ft. x 50%=$18,750.

**CONSTRUCTION (CAPITAL AND RENOVATION REQUESTS ONLY)**

Actual construction costs including contract labor

**BUDGET JUSTIFICATION:** Enter actual construction cost including contract labor, acquisition and installation of fixed equipment, architectural and engineering services, site clearance, land acquisition and sidewalks necessary for use of facility.

**Unallowable Costs:** Bonus payment other than earned incentive payments to contractors under formal incentive arrangements; construction of shell space designed
for completion at a future date; consultant fees not related to actual construction; damage judgment related to lawsuit(s); equipment purchased through a conditional sales contract; fundraising expenses; legal services not related to site acquisition; off-site improvements such as parking lots.

**EQUIPMENT**
Costs of all equipment to be acquired by the project. For all responders/grantees, “equipment” is non expendable, tangible, personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars ($5,000) or more per unit. If the item does not meet the $5,000 threshold, include it in your budget under Supplies.

**BUDGET JUSTIFICATION:** Equipment to be purchased with State funds must be justified as necessary for the conduct of the project. The equipment must be used for project related functions; the equipment, or a reasonable facsimile, must not be otherwise available to the responder or its sub-grantees. An explanation including the cost of purchases, cost and terms of all rental agreements and purpose of equipment should be explained. The justification also must contain plans for the use or disposal of sensitive equipment after the project ends.

**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, computers, projectors, mobile devices, chairs, desks, 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.

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

**BUDGET JUSTIFICATION:** For each line item listed under the heading of subcontracts, indicate the name of the organization, the purpose of the subcontract, and the dollar amount. If the name of the subcontractor, 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: non-contractual and travel fees paid directly to individual consultants; postage, equipment rentals/lease; computer use; training and staff development costs (i.e., registration fees such as Odyssey registration), and electronic presentation poster (ePoster). Costs related to the management of volunteers such as recruitment, retention, recognition, and mileage reimbursement.

**BUDGET JUSTIFICATION:** Provide an explanation for items in this category. Enter volunteer expenses related to volunteer mileage (14 cents per mile driven in service of charitable organizations, 19 cents per mile for medical or moving purposes), food/beverages, recognition events, recognition items, background checks, insurance and other related volunteer expenses. Staff Development/Conferences - Describe the types of activities for staff development costs for each (i.e. workshops, training, seminars, Age and Disabilities Odyssey Conference, etc.). Client Transportation: Provide formula (including the number of units e.g. tokens, costs per unit, number of recipients, and months of service) for each specific area.

**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.

**ADMINISTRATIVE OVERHEAD COSTS**
An “administrative overhead cost” also known as indirect 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. Administrative overhead cost should not be requested in Applications for capital and renovation grants. When requesting administrative overhead costs, responders/grantees 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 detail under the budget justification explaining costs associated with the request.

**UNALLOWABLE EXPENSES**
Costs associated with professional printing and any fundraising related expenses are not allowed to be covered by this funding.

**MATCH**
“Match” is a specified fixed or minimum percentage of non-State and/or 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 responder 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 Live Well at Home grants is dollar for dollar or 50 percent (50%) of total budget.

The following example shows how much “Match” each type of project would need to demonstrate if they were awarded $50,000 in State Funds.

<table>
<thead>
<tr>
<th></th>
<th>State Funds Budget (Grant Amount)</th>
<th>Local Funds Budget (Match Amount)</th>
<th>Formula Used to Calculate Match Amount</th>
<th>Total Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live Well at Home</td>
<td>$50,000</td>
<td>$50,000</td>
<td>State Funds Amount x 1</td>
<td>$100,000</td>
</tr>
<tr>
<td>(50% Match)</td>
<td>50%</td>
<td>50%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

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

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. Cash match must be secured by the contract negotiation date. 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 (i.e. Alternative Care [AC] program; Elderly Waiver [EW] program; Developmental Disabilities [DD] waiver program; Community Access for Disability Inclusion [CADI] waiver program; Community Alternative Care [CAC] waiver program; Brain Injury [BI] waiver program). Sliding scale fees or donations made for services provided as a result of this grant do not qualify as match funding.
C. Required Statements

Complete the correlating forms found in eDocs1 by searching for the form numbers referenced below, 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 nonresponsiveness.”

1. Responder Information and Declarations (Responder Information/Declarations Form DHS-7020-ENG)2: Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. The responder may fail the Required Statements review in the event that the responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, the State reserves the right to fail a responder in the event the responder does not make a necessary disclosure in the Responder Information and Declarations, or makes a disclosure which evidences a conflict of interest.

2. Exceptions to RFP and Sample Contract Terms (Exceptions to Terms and Conditions Form DHS-7019-ENG)3: The contents of this RFP and the proposal(s) of the successful responder(s) may become part of the final contract if a contract is awarded. Each responder’s proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the responder. Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a responder has no objections to any terms or conditions, the responder should write “None” on the form.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Grant Contract is attached in the Appendix for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard State contract which give the responder a material advantage over other responders may result in the responder’s proposal being declared nonresponsive. Proposals being

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1 http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp
2 https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7020-ENG
3 https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7019-ENG
declared nonresponsive (failing) will receive no further consideration for award of the Contract. Also, proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive/failing proposals and rejected from further consideration for contract award.

3. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021)⁴: Each responder must complete and submit the attached “Affidavit of Noncollusion” form. A proposal will fail this component if an Affidavit of Noncollusion is not submitted.

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

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

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

Responder must defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to

⁴ https://edocs.dhs.state.mn.us/lsserver/Public/DHS-7021-ENG
this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

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

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

5. **Documentation to Establish Fiscal Responsibility**: The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

IRS Form 990s. If a responder is a not-for-profit organization that completed an IRS Form 990 in 2018, responder is not required to submit any material for this component (State has independent access to all IRS Form 990s and will review any filed Form 990s for each organization).

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

Organizations without 2018 IRS Form 990s.
Organizations that have not completed and IRS Form 990 should submit a certified financial audit if they have one. A certified financial audit is a review of an organization’s financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization’s financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Any organization with an annual revenue greater than $750,000 is required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than $750,000.

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

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

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

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

All responders must submit any information about any pending major accusations that could affect your financial stability.

In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties.

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

The information collected from these inquiries will be used in the State’s determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process,
and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization’s proposal will found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a responder’s financial reliability. If a responder’s submission in response to this component does not demonstrate its financial stability, the responder may fail this requirement and be disqualified from further consideration.

6. Disclosure of Funding Form (Disclosure of Funding Form- DHS-7018-ENG)\(^5\)
Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform). The responder must have a DUNS number before their response is submitted.

7. Human Rights Compliance
   a. Affirmative Action Certification. (Affirmative Action Data Page- DHS-7016-ENG)\(^6\): For all contracts estimated to be in excess of $100,000, responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

\(^5\) https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7018-ENG
\(^6\) https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7016-ENG
Any Applications for grants that exceed $100,000 that do not include the Affirmative Action Data Page form with the Application will fail this component.

b. Equal Pay Certificate. ([Equal Pay Certificate Compliance – DHS -7075-ENG](https://edocs.dhs.state.mn.us/fsServer/Public/DHS-7075-ENG))

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

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

(ii.) **Application.** If your response to this RFP is or could be within the scope of Minnesota Statutes, section 363A.44, you 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 Application Form can be obtained at [https://mn.gov/mdhr/certificates/apply-renew/equal-pay-certIFICATE/equalpay-app-form.jsp](https://mn.gov/mdhr/certificates/apply-renew/equal-pay-certificate/equalpay-app-form.jsp). It is your 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.

(iii.) **Revocation of 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 DHS upon notice that the MDHR has suspended or revoked the certificate of the business.

(iv.) **Equal Pay Certificate Compliance Form.** You must complete the Equal Pay Certificate of Compliance Form and submit it with your proposal. The Equal Pay Certificate of Compliance Form can be obtained at

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7 [https://edocs.dhs.state.mn.us/fsServer/Public/DHS-7075-ENG](https://edocs.dhs.state.mn.us/fsServer/Public/DHS-7075-ENG)
Any applications for grants that exceed $500,000 that do not include the Equal Pay Certificate of Compliance Form with the application will fail this component.

8. Certification Regarding Lobbying ([Certificate Regarding Lobbying Form-DHS-7017-ENG])\(^8\): For all contracts estimated to be in excess of $100,000 and federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must complete and submit the attached “Certification Regarding Lobbying” form. Any Applications for grants that exceed $100,000 that do not include the Certificate Regarding Lobbying form with the Application will fail this component.

IV. RFP Process

A. Responders Conference
A Responders’ Conference will be held on Thursday, March 5, 2020 from 10:00 to 11:30 a.m. Central Time via web streaming. Contact information for the Webinar is as follows:

1. Join [WebEx meeting room](https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7017-ENG).
2. If requested, enter your name and email address.
3. Click "Join Meeting"
4. To join the teleconference only:
   a) Provide your phone number when you join the meeting to receive a call back.
   b) Alternatively, you can call:
      Call-in number: +1 415-655-0003 (US/Canada)
      Conference Code: 964 728 027

The 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. Oral answers given at the conference will be non-binding. Written responses to questions asked via web streaming will be posted to the Live Well at Home Grant website after the conference.

B. Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing prior to 4:00 p.m. Central Time on April 3 2020. All questions must be addressed to:

Request for Proposal Response
Attention: Courtney Whited

\(^8\) https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7017-ENG
Questions may also be e-mailed to Courtney.whited@state.mn.us

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

Questions will be addressed in writing and distributed to all identified prospective responders via the Live Well at Home Grant site. Every attempt will be made to provide answers timely, with the intent that they are posted on the Live Well at Home Grant website no later than April 6, 2020.

**Technical Assistance**

There are a number of potential sources of technical assistance (TA) for persons developing Live Well at Home proposals. The Eldercare Development Partnership (EDP) can provide valuable information about service gaps, existing funding streams and current programs as well as suggestions concerning program concepts and Application strategies.

EDP is a state-funded program to provide TA to local providers to develop and implement service delivery models in line with the State’s long-term services and supports policy directions. EDPs have a specific responsibility to assist and advise interested parties with Live Well at Home applications. The following chart lists EDP contact information:
<table>
<thead>
<tr>
<th>Region</th>
<th>Contact Person(s)</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northeast EDP</td>
<td>Kirsten Cruikshank</td>
<td>218.529.7537</td>
</tr>
<tr>
<td></td>
<td>kcrui[k]<a href="mailto:shank@arde.org">shank@arde.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brenda Shafer-Pellinen</td>
<td>218.529.7550</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bshaferpellinen@arde.org">bshaferpellinen@arde.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kimberly Scanlon</td>
<td>218.529.7521</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:kscanlon@arde.org">kscanlon@arde.org</a></td>
<td></td>
</tr>
<tr>
<td>Central EDP</td>
<td>Rachel Zetah, Ben Byker, Natalie Matthewson, Linda Gansen, and Amanda Schindele</td>
<td>320.253.9349</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:rachel.zetah@cmcoa.org">rachel.zetah@cmcoa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:ben.byker@cmcoa.org">ben.byker@cmcoa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:natalie.matthewson@cmcoa.org">natalie.matthewson@cmcoa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:linda.gansen@cmcoa.org">linda.gansen@cmcoa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:amanda.schindele@cmcoa.org">amanda.schindele@cmcoa.org</a></td>
<td></td>
</tr>
<tr>
<td>Northwest EDP</td>
<td>Amy Dallmann</td>
<td>218.844.7601</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:amy@nwrdc.org">amy@nwrdc.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stephanie Aasness</td>
<td>320.766.1856 cell</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:stephanie@nwrdc.org">stephanie@nwrdc.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Danica Robson</td>
<td>218.745.9129</td>
</tr>
<tr>
<td></td>
<td>dani[caro]<a href="mailto:bson@nwrdc.org">bson@nwrdc.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Connie Troska</td>
<td>218.991.2576</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:connie@nwrdc.org">connie@nwrdc.org</a></td>
<td></td>
</tr>
<tr>
<td>Metro EDP</td>
<td>Diane Graham-Raff, Kelly McDonough</td>
<td>651.917.4632</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:dgraham-raff@metroaging.org">dgraham-raff@metroaging.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suzanne Madison</td>
<td>651.917.4621</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:smadison@metroaging.org">smadison@metroaging.org</a></td>
<td></td>
</tr>
<tr>
<td>Southwest EDP</td>
<td>Betty Christensen, Kelly McDonough</td>
<td>507.387.1256 X113</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bchristensen@mnraaa.org">bchristensen@mnraaa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:kjmcdonough@mnraaa.org">kjmcdonough@mnraaa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Joyce Prahm</td>
<td>507.387.1256 X108</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jprahm@mnraaa.org">jprahm@mnraaa.org</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Molly Peterson</td>
<td>507.387.1256</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:mpetersen@mnraaa.org">mpetersen@mnraaa.org</a></td>
<td></td>
</tr>
</tbody>
</table>
C. Proposal Submission

Responders must submit an online proposal through the Live Well at Home Grants 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 April 17, 2020 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/.

V. Proposal Evaluation and Selection

A. Overview of Evaluation Methodology

1. All responsive proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on “best value” as specified below, using a 1,000 point scale. 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 identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any proposals will mean that either another proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a responder’s proposal, including an audit of the reasonableness of any proposal.

B. Evaluation Team
1. An evaluation team will be selected to evaluate responder proposals.

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

3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

C. Evaluation Phases

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

1. Phase I: Required Statements Review

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

2. Phase II: Evaluation of Technical Requirements of Proposals

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

<table>
<thead>
<tr>
<th>Component Total</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Executive Summary</td>
<td>5</td>
</tr>
<tr>
<td>ii. Description of the Responder Agency</td>
<td>125</td>
</tr>
<tr>
<td>iii. Description of the Target Population</td>
<td>125</td>
</tr>
<tr>
<td>iv. Work Plan: Objectives, Activities, and Outcomes</td>
<td>250</td>
</tr>
<tr>
<td>vi. Evaluation Plan</td>
<td>125</td>
</tr>
<tr>
<td>vii. Nursing Facility Closure Preference</td>
<td>20</td>
</tr>
<tr>
<td>viii. Budget Proposal</td>
<td>300</td>
</tr>
<tr>
<td>Special Focus (Optional)</td>
<td>50</td>
</tr>
<tr>
<td>Total:</td>
<td>1000</td>
</tr>
</tbody>
</table>
b. The evaluation team will review the components of each responsive proposal submitted. Each component will be evaluated on the responder's understanding and the quality and completeness of the responder's approach and solution to the problems or issues presented.

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Point Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>1.0</td>
</tr>
<tr>
<td>Very Good</td>
<td>0.8</td>
</tr>
<tr>
<td>Good</td>
<td>0.7</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>0.5</td>
</tr>
<tr>
<td>Poor</td>
<td>0.3</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>0.0</td>
</tr>
</tbody>
</table>

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

Example: A “very good” rating (0.8) of a Proposed Budget worth a maximum of 300 points would receive a score of 240 (300 x 0.8=240)

d. Special Focus (Optional). You may choose to add none, one or all of the special focus area to your proposal in their appropriate component section. The State will review the proposal submission to determine whether or not, in the State’s sole discretion with assistance of the evaluation team, the proposal provides examples of how the responder meets any or all of the special focus areas in section III.B. The amount of points to be given a proposal is at the sole discretion of the State, depending on how much the State determines the responses provide sufficient examples of how the project meets the special focus areas. The State may award up to 50 points.

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

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected approximately 10 weeks after the proposal submission due date.

D. Contract Negotiations and Unsuccessful Responder Notice

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

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

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

VI. Required Contract Terms and Conditions

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

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

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

D. Preparation Costs. The State is not liable for any cost incurred by responders in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed grant 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. 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 request for proposal 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:

(a) ensure fulfillment of Priority 1 or Priority 2 obligations under the 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 the State with regard to emergency preparedness and response issues, the EPRC shall provide updates to the 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.

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 October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [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.

VII. State’s Authority

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

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

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

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

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

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

F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
G. Negotiate as to any aspect of the proposal with any responder and negotiate with more than one responder at the same time, including asking for responders’ “Best and Final” offers;

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

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

J. Correct or amend the RFP at any time with no cost or penalty to the State. The State will not be liable for any errors in the RFP or other responses related to the RFP.

Remainder of the page intentionally left blank. (Appendices follows)
Appendix A: Sample State Grant Contract

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its 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").

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

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

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

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

**2. GRANTEE’S DUTIES.**

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

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

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

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

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

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

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

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

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

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

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

3.2. Terms of payment

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

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

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

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

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by 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 RECOUPMENT.**

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

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

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

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

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

- **e.** Any amount identified as a financial audit exception.

6. **CANCELLATION.**

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

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

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

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

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

If Minn. Stat. § 176.041 exempts GRANTEE from Workers’ Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers’ Compensation requirements.

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

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

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

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

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

8.4. Commercial Automobile Liability Insurance. GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows: $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.
8.5. Professional Liability Insurance.
This policy will provide coverage for all claims the GRANTEE may become legally
obligated to pay resulting from any actual or alleged negligent act, error, or omission
related to GRANTEE’s professional services required under the CONTRACT. GRANTEE is
required to carry the following minimum insurance limits:

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

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

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

8.6. Additional Insurance Conditions:

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

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

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

d. STATE shall be named as a certificate holder on applicable policies.
e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE’s policy limits to satisfy the full policy limits required by CONTRACT.

9. INDEMNIFICATION.

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

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

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

c. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under 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 \text{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 \text{enter letter}, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any databases, 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 $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 laws identified in Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.

14. VOTER REGISTRATION REQUIREMENT.
GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State’s website: https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/.

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

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

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

16.3. Federal audit requirements and GRANTEE debarment information. 
GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.
16.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.
GRANTEE certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE’s certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

a. Instructions for Certification
1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

17. GRANTEE DATA DISCLOSURE.
Consistent with 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 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

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

20. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.
20.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

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

20.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

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

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

21. PROCURING GOODS AND CONTRACTED SERVICES.

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


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

   c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the Central Certification Program, available at:
21.2 Prevailing wage.
For projects that include construction work of, at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per Minn. Stat. §§ 177.41 through 177.44, and, the corresponding Minnesota Rules 5200.1000 to 5200.1120. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the 'Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ form(s).
These forms can be found at http://www.mmd.admin.state.mn.us/mn02000.htm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its 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").

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

   1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per 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, websites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

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

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

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

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

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

### 3.2. Terms of payment

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

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

1. Flow-down provisions. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in

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

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by 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 2.1(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 1, 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 the CONTRACT, or when COUNTY’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

8.1. Worker’s Compensation. The COUNTY certifies that it is in compliance with 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. LIABILITY.

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 the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

11.3. Responsibilities.

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

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

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

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

### 12. OWNERSHIP OF EQUIPMENT

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

### 13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION

13.1. **State audit.** Under 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 the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit’s completion.

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

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

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

a. Instructions for Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

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

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

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

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

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

b. Lower Tier Covered Transactions.

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

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

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.
16.2 Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3 Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

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

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

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

17.2 Prevailing wage. For projects that include construction work of, at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per Minn. Stat. §§ 177.41 through 177.44, and, the corresponding Minnesota Rules 5200.1000 to 5200.1120. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the ’Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ form(s). These forms can be found at http://www.mmd.admin.state.mn.us/mn02000.htm.

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

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

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

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

**20. OTHER PROVISIONS**

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

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

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

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

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

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

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

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

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

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its 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").

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

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

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

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

1.4. Survival of terms. TRIBAL NATION shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9.
1.5. **Time is of the essence.** TRIBAL NATION will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. **TRIBAL NATION'S DUTIES.**

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

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

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

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

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

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

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

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

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

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

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

3.2. **Terms of payment**

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

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **enter number**. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
1. Flow-down provisions. TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf.

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

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by 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. § 16B.98, subd. 1, TRIBAL NATION agrees to minimize administrative costs as a condition of this grant. TRIBAL NATION shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., TRIBAL NATION shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If TRIBAL NATION receives funds from a source other than STATE in exchange for services, then TRIBAL NATION may not receive payment from STATE for those same services. TRIBAL NATION shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

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

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

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

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

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

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with 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 the CONTRACT, or when TRIBAL NATION's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

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

9. LIABILITY.

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

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

   b. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, TRIBAL NATION will be responsible for its own compliance.
c. Notwithstanding paragraph A and B, in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either TRIBAL NATION or STATE.

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

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

f. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to 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 CONTRACT.

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 the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by TRIBAL NATION, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

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

12. OWNERSHIP OF EQUIPMENT.

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

13. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.


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

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

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

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

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

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

a. Instructions for Certification

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

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

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

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

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

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

b. Lower Tier Covered Transactions.

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

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

14. TRIBAL NATION DATA DISCLOSURE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

16.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

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

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

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

- **a.** 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/)
- **b.** 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 at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per [Minn. Stat. §§ 177.41 through 177.44, and the corresponding Minnesota Rules 5200.1000 to 5200.1120](http://www.mmd.admin.state.mn.us/process/search/). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the ‘Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ forms. These forms can be found at [http://www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm).

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

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

19. LEGAL COMPLIANCE.

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

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

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

19.3 Grants management policies. TRIBAL NATION must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-statutes-forms/. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.
23.4 Conflict of interest. TRIBAL NATION certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. TRIBAL NATION shall immediately notify STATE if a conflict of interest arises.

24. OTHER PROVISIONS

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

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

RECITALS

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

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

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL.

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

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

1.3. No performance before notification by STATE. UNIVERSITY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per 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 time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. **UNIVERSITY’S DUTIES.**

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

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

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

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

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

a. **Compensation.** UNIVERSITY will be paid in accordance with **Attachment B,** “Budget,” which is attached and incorporated into this CONTRACT.
   1. UNIVERSITY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.
   2. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.
a. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY’s performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

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

### 3.2. Terms of payment

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

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

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

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

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

**4. CONDITIONS OF PAYMENT.**

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

4.2. **Payments to subcontractors.** (If applicable) As required by 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 2.1(a);
d. Any amounts paid by STATE for which UNIVERSITY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 1, UNIVERSITY’s Duties; and/or
e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with 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 the CONTRACT, or when UNIVERSITY’s non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

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

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

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

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

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

10. RETENTION OF DOCUMENTS.

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

11. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

c. Notwithstanding paragraph A and B, in its capacity as UNIVERSITY under this CONTRACT, UNIVERSITY must comply with the provisions of the Data Practices
Act as though it were a governmental entity as defined by the Data Practices Act. UNIVERSITY will be performing functions of a government entity under 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 the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by UNIVERSITY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

12.3. Responsibilities.

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

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

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

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

12. **[OPTION 2] INTELLECTUAL PROPERTY RIGHTS.**

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

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

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

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

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

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

**13. PUBLICITY.**

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

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

**14. HUMAN RIGHTS COMPLIANCE.**

**14.1 Affirmative action requirements.** (When applicable.) The UNIVERSITY certifies that it has a valid and current certificate of compliance from the commissioner of Human Rights pursuant to 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. WORKER’S COMPENSATION INSURANCE. 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.

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

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

18. AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.
18.1. State audit.
Under Minn. Stat. § section 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the UNIVERSITY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from
the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

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

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

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


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 which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.

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

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

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

19. UNIVERSITY DATA DISCLOSURE.
Consistent with 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.

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

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

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

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

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

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

22.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

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

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

22.6. Prevailing wage. For projects that include construction work of, at minimum $2,500 (single trade) or at minimum $25,000 (multiple trades), prevailing wage rules will apply as per Minn. Stat. §§ 177.41 through 177.44, and, the corresponding Minnesota Rules 5200.1000 to 5200.1120. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the State using the ‘Prevailing Wage Payroll Report’ and ‘Statement of Compliance’ form(s). These forms can be found at [http://www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm).

### 22.7 Debarred vendors

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

### 23. SUBCONTRACTS

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

### 24. LEGAL COMPLIANCE

#### 24.1 General compliance

All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.
24.2 **Grants management policies.** UNIVERSITY must comply with required grants management policies and procedures set forth through Minnesota Statutes, section 16B.97, subdivision 4(a)(1), which can be found at https://mn.gov/admin/government/grants/policies-statutes-forms/. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

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

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

25. **OTHER PROVISIONS**

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