

# **Grant Request for Proposal**

# STRENGTHENING SELF-ADVOCACY IN MINNESOTA THROUGH A STATEWIDE COORDINATING EFFORT

- Date Posted: April 11, 2022
- Responses must be received not later than 4:30 p.m., Central Time, May 13, 2022.
- Late responses will not be considered
- Also available at the Council web site: <a href="https://mn.gov/mnddc/council/rfp-grants.html">https://mn.gov/mnddc/council/rfp-grants.html</a>

# Administered by:

Minnesota Governor's Council on Developmental Disabilities 370 Centennial Office Building 658 Cedar Street Saint Paul, Minnesota 55155

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# **Funding and Funding Availability**

Source of Funds: The federal funds available under this Request for Proposal (RFP) are provided to the State of Minnesota from the Administration for Community Living (ACL), US Department of Health and Human Services as authorized under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (DD Act). The Minnesota Governor's Council on Developmental Disabilities (GCDD) uses these funds to support grant projects and activities that reflect the values contained in the DD Act and result in the increased independence, productivity, self-determination, integration and inclusion (IPSII) of people with developmental disabilities and their families in the community. Self-Advocacy is one of these grant projects.

The GCDD's Five Year State Plan for FFYs 2022-2026 includes Goal 1: Self-Advocacy. The goal is to develop a statewide network of well trained and informed self-advocates by fulfilling the federal Developmental Disabilities Assistance and Bill of Rights Act (DD Act) requirements:

- A. Establish or strengthen a program for the direct funding of a state self-advocacy organization, led by individuals with developmental disabilities.
- B. Support opportunities for individuals with developmental disabilities who are considered leaders to provide leadership training to individuals with developmental disabilities who may become leaders.
- C. Support and expand participation of individuals with developmental disabilities in cross disability and culturally diverse leadership coalitions (Public Law 106-402, Section 124); and
- D. Assist in identifying alternative/other funding opportunities.

Grant Size and Scope: **\$100,000** is available for Federal Fiscal Year (FFY) 2023 to support a proposal that supports a statewide self-advocacy effort or network.

The current grantee, whose agreement expires this year, covers only part of the state with GCDD's federal funding. If the RFP Applicant does not submit a proposal for the whole state, they need to indicate the established funding that is in place for covering the rest of the state.

At least seventy-five (75) percent of the funds must be used to **strengthen local self-advocacy groups or to establish groups in new areas** at a grassroots level. The remaining funds can be used to coordinate the project; handle administrative responsibilities; and prepare and submit reports.

Funding will be allocated through a competitive process with review by GCDD's Grant Review Committee (Committee). We expect to announce selected grantees in early June 2022. If selected, you may only incur eligible expenditures when the grant contract agreement is fully executed and the grant has reached its effective date of October 1, 2022.

# **Priorities**

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making.

Policy 08-02 establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

#### This grant will serve:

• Individuals with developmental disabilities in cross disability and culturally diverse leadership coalitions.

Your proposal will describe how your organization or consortium plans to coordinate a statewide effort to strengthen self-advocacy in Minnesota and support self-advocates and other self-advocacy activities.

Expected grant outcomes: (See page 5 for step-by-step proposal content requirements)

- By the end of each grant year, at least 50 (unduplicated) self-advocates will participate in training sessions, be presenters of training sessions, participate in coalitions, or engage in activities to increase funding. 90 percent of participants will report positive customer satisfaction.
- The grantee will report specific performance measures for serving and engaging populations experiencing inequities and disparities.

## Eligibility

Proposals can be submitted by any public or private organization or any private non-profit organization that has 501(c)(3) tax-exempt status from the Internal Revenue Service. Applicants must include a document confirming their status.

# **Project Length**

This RFP covers up to a five-year period. However, funds are available and awarded for a one-year period only. Renewal of the grant depends on the availability of federal funds, and the satisfactory performance of the organization in assuming responsibility for completing all duties and performance goals related to carrying out a self-advocacy program or network.

# **Selection Criteria and Weight**

The Committee uses the following Evaluation Criteria when rating proposals. (The total number of points is 100.)

- Knowledge and experience in self-advocacy or advocating for people with developmental disabilities. (10 points)
- Knowledge and experience of leadership development, leadership training, and the promotion of self-advocates as leadership trainers (10 points)
- Knowledge and experience in coordinating a project that involves local groups and supporting people involved in those groups. (10 points)
- Description of the work plan for a statewide coordinating project that develops new selfadvocacy groups and supports local groups. (15 points)
- Description of how applicant's proposal indicates they will serve diverse populations and especially populations experiencing inequities and disparities in a culturally competent manner. (20 points)
- Description of how self-advocates will be involved in cross-disability and multi-cultural coalitions. (10 points)
- Understanding of IPSII, how program evaluation and performance measures data will be collected, reported, and used to improve the quality of the training program and increase IPSII results. (15 points)
- Budget is reasonable and sufficient for work plan activities. (10 points)

An RFP applicant's past performance may also be reviewed by the Committee if the applicant has received previous grants from the GCDD. The GCDD retains the right to reject all proposals.

## **Financial Review Process**

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher.

In order to comply with State <u>Policy 08-06</u>, Financial Review of Nongovernmental Organizations, please submit one of the following documents with your application, based on the following criteria:

- Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent boardreviewed financial statements.
- Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 should submit their most recent IRS Form 990.
- Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

#### **Questions:**

- Questions may be submitted by email to Paul Nevin, Grants Administrator at paul.nevin@state.mn.us.
- Please submit questions no later than April 25, 2022.
- Answers should be posted by April 29, 2022 on the GCDD web site: https://mn.gov/mnddc/council/rfp-grants.html.

#### **Proposal Content**

Applicants must submit the following in order for the application to be considered complete:

- Exhibit A Application Cover Sheet
- One-page summary of your proposed program
- Program Narrative
- Performance Measures and process to collect required data
- Exhibit B Budget and Budget Justification
  (If the grant applicant is a nongovernmental organization, please submit the applicable financial statements as required in State Policy 08-06)
- Letters of Support

<u>Program Narrative</u>: Limit the narrative portion of your proposal to no more than ten (10) pages. Use a type size that is standard (11 point font or larger). Include the following items in the ten page narrative section:

- 1. Describe your knowledge and experience of self-advocacy or advocating for people with developmental disabilities.
- 2. Describe your advocacy knowledge and experience of leadership development, leadership training, and the promotion of self-advocates as leadership trainers.
- 3. Include a work plan to lead a statewide coordinating effort that will support local self-advocacy groups and promote training opportunities for self-advocates to improve their leadership skills. The work plan should include, at minimum:
  - a. a description of the role that self-advocates will assume in planning and preparing training sessions or other related activities,
  - b. performance measures,
  - c. timelines for completing all work,
  - d. a description of how access needs will be identified and supported (beyond physical access), and
  - e. a plan to serve participants in a culturally competent manner.
- 4. Identify the individuals who will be working with the self-advocates to carry out the project or activity; and their background and experience in self-advocacy, leadership training, and coalitions.
- 5. Provide documentation about the legal status of your organization (tax exempt, public, or private organization).

<u>Performance Measures</u>: Limit this section to no more than two (2) pages.

- 1. Describe how you will make sure that self-advocates have a good understanding of the key program results: increased independence, productivity, self-determination, integration and inclusion (IPSII). Explain what approach or approaches you may use so self-advocates can best assess themselves during the program or project year.
- 2. Describe the process that will be used to meet all evaluation requirements for Self-advocacy Programs. These include:

- Evaluations of speakers and presenters for each training session or group project (knowledge gained, usefulness of information, quality of presentations), and how evaluation results will be used to improve training sessions.
- Speaker or presenter self-assessments in terms of IPSII.
- Customer Satisfaction Survey (required by the ACL).
- Performance Measures Individual and Family Advocacy Performance Measures and Systems Change Performance Measures (provided in the grant contract when executed).

A sample of the GCDD customer satisfaction (and IPSII) survey is attached as Exhibits D.

3. Describe the process that will be used to engage participants in a culturally competent manner and report outcomes.

Budget and Budget Justification: Limit this section to no more than four (4) pages.

Complete a proposed Budget according to the line item categories on the Exhibit B – Budget Template. The Budget Justification explains the costs that you allocate under each major line item. Both a Budget and a Budget Justification must be included in your proposal. Your budget must include a twenty-five (25) percent local match. (GCDD grant funds are federal funds. When using dollars (cash vs. in-kind) to meet your local match requirement, local match dollars cannot be from other federal funds.)

All proposed costs must be reasonable to carry out a quality project and achieve the intended results. If the applicant anticipates that expenditures for any line item may deviate from the approved budget by an amount exceeding 10% of the line item (either over or under), a Budget Adjustment must be submitted to the GCDD for approval.

Please prepare your Budget Justification using the following guidelines:

- 1. PERSONNEL: Include salaries and wages. Identify the staff who will be working on this program and the hours each will devote to the program. Provide a breakdown of fringe benefits health insurance, FICA, other insurance/benefits.
- 2. RENT: Rent is normally part of the local match. Rent includes utilities, building maintenance costs if paid (note separately and the amount), and the percent allocated to this program.
- 3. TRAVEL: Include local mileage, parking costs, and bus fare. If staff are reimbursed on a per mile basis, include the reimbursement rate that has been approved by your organization, not to exceed the current IRS maximum rate. Reimbursement rates for participants must be the same as the reimbursement rate for staff.
  - If out-of-town travel is necessary, explain the purpose for this travel, destination, length of stay, food and lodging allowances, any other transportation costs, and staff who will be traveling. Include the same information for participants but do not identify individual participants. All local transportation costs should be included under this expense category.
- 4. SUPPLIES: Enter the total cost for all consumable supplies; note the cost for specific types of supplies such as those listed under this expense category.

- 5. COMMUNICATIONS: Include telephone, internet and email services, and social media that are necessary to carry out projects and activities. Postage and other mailing costs should be noted separately.
  - Copying costs are costs associated with duplicating or reproducing existing materials; printing costs would be the costs of producing a new product or publication. Converting print materials into other formats such as large print, digital, or for posting online, or translating materials (e.g., Braille or meeting WCAG standards) should be included in this expense category.
- 6. OTHER: Indirect costs and audit costs should be included under this expense category. If indirect costs are being expensed, please note your organization's indirect cost rate and what is included in that rate.
  - Interpreter or facilitator costs may be necessary to assure effective communication with program. Grant funds should be the payer of last resort.

<u>Letters of Support</u>: Include up to three letters of support or recommendation that are directly related to your knowledge and experience of self-advocacy and working with self-advocates to carry out the types of activities in this RFP.

Please do not submit any other materials (binders, photos, etc.). Unrequested materials will not be reviewed.

If the applicant is a consortium of organizations, the lead applicant must meet the requirements above and be responsible for handling funds, collecting and compiling data and all evaluation results; ensuring that all required performance measures are met; and submitting fiscal and narrative progress reports. The award of a single grant is preferable.

#### **Application Submission:**

All applications must be received no later than 4:30 p.m. Central Time, on May 13, 2022. If applications are mailed, they must be postmarked by May 11, 2022. Late applications will not be considered. The applicant will incur all costs incurred in applying to this RFP.

Applications may be submitted by postal mail or email to:

Minnesota Governor's Council on Developmental Disabilities 370 Centennial Office Building, 658 Cedar Street St. Paul, Minnesota 55155 <a href="mailto:paul.nevin@state.mn.us">paul.nevin@state.mn.us</a>

#### **Review Process and Timeline**

The review committee will evaluate all eligible and complete proposals received by the deadline.

RFP posted on the GCDD web site	April 11, 2022
Questions due	April 25, 2022
Applications due no later than 4:30 p.m. Central time	May 13, 2022
Committee finishes reviews of proposals and recommends to Council	June 1, 2022
Selected grantee(s) announced; grant agreement negotiations begin	June 6, 2022
Work plans approved and grant begins	October 1, 2022

#### **Conflicts of Interest**

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per Minn. Stat.§16B.98 Subd. 2-3 and 08-01 Conflict of Interest in State Grant-Making Policy.

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to, revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant to submit an organizational conflict of interest mitigation plan, disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

## **Public Data**

Per Minn. Stat. § 13.599

- Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in §13.37) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.
- All data created or maintained by [State agency] as part of the evaluation process (except trade secret data as defined and classified in §13.37) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.

#### **Grant Provisions**

A sample grant contract agreement template is attached for review as Exhibit C

Ineligible expenses include, but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Parking or traffic violations
- Out of state transportation and travel expenses. Minnesota will be considered the home state for determining whether travel is out of state.

#### **Accountability and Reporting**

If your proposal is accepted, you will prepare and submit narrative and financial reports to the GCDD on a monthly basis. Narrative reports should describe progress being made in achieving performance goals specified in the Grant Contract Agreement.

A face to face performance review or presentation with the full Council is also scheduled usually in October after the project year.

Grant recipients also need to collect customer satisfaction and IPSII data from self-advocates in a survey format created by the Administration for Community Living. The survey form will be provided with the executed grant contract agreement.

#### **Grant Payments**

Per <u>Policy 08-08</u> reimbursement is the preferred method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless the GCDD has given the grantee a written extension.

#### **Grant Monitoring**

Minn. Stat. §16B.97 and Policy 08-10 Grant Monitoring require the following:

- One monitoring visit during the grant period on all state grants of \$50,000 and higher
- Conducting a financial reconciliation of grantee's expenditures at least once during the grant
  period on grants of \$50,000 and higher. For this purpose, the grantee must make expense
  receipts, employee timesheets, invoices, and any other supporting documents available upon
  request by the State.

#### **Audits**

Per Minn. Stat. §16B.98 Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement 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.

#### Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The 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.

  Minn. Stat. §363A.02. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The 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. The 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. Minnesota Rules, part 5000.3500
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

# **GCDD Informal Appeal Process**

All applicants are informed, in writing and at the same time, about the results of the DD Council's proposal review process. Applicants who do not agree with the DD Council's decision may appeal. The following steps apply to the appeal process:

- 1. An applicant who wishes to appeal must notify the DD Council in writing within 15 working days of the date on the letter informing the applicant about the decision;
- The appeal letter must include the basis for the appeal. The appeal must be based on the evaluation selection criteria used by the Grant Review Committee to review and evaluate each proposal;
- 3. Upon receipt of the letter of appeal, the DD Council Chair will establish an Ad Hoc Appeals Committee. This committee will be comprised of the DD Council Chair, Grant Review Committee Chair, and at least one DD Council member who is not a Grant Review Committee member;
- 4. The Ad Hoc Appeals Committee will meet as soon as possible (in no case later than the next regular DD Council meeting) to consider the appeal;
- 5. The Ad Hoc Appeals Committee will review the deliberations of the Grant Review Committee and information presented by the applicant in the appeal letter. The Grant Review Committee may also request to hear from the applicant;
- 6. The Ad Hoc Appeals Committee review will determine if the recommendation of the Grant Review Committee appears to have been made according to the selection criteria contained in the RFP. Because the appeal letter must be based on these criteria, the information presented by the applicant will also be considered at this time;
- 7. The Ad Hoc Appeals Committee will present its findings in writing to the applicant and the full GCDD at the next regular GCDD meeting.

#### **Attachments**

- Exhibit A Applicant Proposal Cover Sheet
- Exhibit B Budget Template
- Exhibit C Sample Grant contract agreement (for review only; Do Not Submit)
- Exhibit D Sample Council Customer Satisfaction (and IPSII) Survey
- Exhibit E Definitions

# APPLICANT PROPOSAL COVER SHEET

GOVERNOR'S COUNCIL ON DEVELOPMENTAL DISABILITIES
MINNESOTA DEPARTMENT OF ADMINISTRATION
370 CENTENNIAL OFFICE BUILDING
658 CEDAR STREET
ST. PAUL, MINNESOTA 55155
(651) 282-2899 VOICE
(877) 348-0505 TOLL FREE

(800) 627-3529 Minnesota Relay Service OR 711 EMAIL: paul.nevin@state.mn.us

1.	Organization:	
	Name:	
	Address:	
	Phone:	
	Contact Person:	
	Title:	
2.	Project Title:	
3.	Budget Summary:	
	Council Share: \$(75%)	
	Local Match: \$(25%)	
	Total cost: \$	
4.	Certification: I certify that to the best of my knowledge and belief, all information contained in this proposal is correct and complete; that, if approved, the program will be conducted according to this proposal, the requirements of the Minnesota Governor's Council of Developmental Disabilities, Department of Administration, and provisions of the standards for programs funded under P.L. 106-402; and that the local match will be contributed as proposed. I also certify that the applicant organization has authorized me, as its representative to give these assurances and submit this proposal.	n
Signa	ture:	
Title:	Date:	

# **BUDGET TEMPLATE**

<b>Expense Category</b>	COUNCIL FUNDS	LOCAL MATCH
Personnel		
Salary		
Fringe		
Rent		
Rent + Utilities		
Staff Travel		
Mileage/parking		
Food/Lodging		
Participant Travel		
Mileage/parking		
Food/Lodging		
Supplies		
Office (consumables)		
Program materials		
AV Equipment		
Communications		
Phone/Fax		
Internet/Email		
Postage		
Copying		
Alternative formats		
Other		
Indirect costs/audit		
Consultants/speakers	-	
Respite/Childcare		
Personal Care Assistance		
Interpreter/Facilitator		
	-	
Total		

# STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting	through its [FILL IN THE NAM	E OF
YOUR AGENCY OR BOARD]. EXAMPLE: Commissioner of	OR Director of	]
("STATE") and [GIVE THE FULL NAME OF THE GRANTEE INCLU	UDING ITS ADDRESS]	
("GRANTEE").		

#### **Recitals**

- 1. Under Minn. Stat. \_\_\_\_\_ [INSERT THE STATUTORY AUTHORITY TO ENTER INTO THIS GRANT CONTRACT AGREEMENT. YOU MUST HAVE SPECIFIC STATUTORY AUTHORITY] the State is empowered to enter into this grant contract agreement.
- 2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE GRANT].
- 3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to <a href="Minn.Stat.§16B.98">Minn.Stat.§16B.98</a>, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

## **Grant Contract Agreement**

# 1 Term of Grant Contract Agreement

# 1.1 Effective date:

[SPELL OUT FULL DATE (e.g., July 1, 2020)], Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

## 1.2 Expiration date:

[SPELL OUT FULL DATE (e.g., June 30, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

# 1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

## 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THE STATE AND GRANTEE ARE CLEAR ON EXPECTATIONS, RESULTS AND OUTCOMES. THIS CAN BE DONE BY:

1) LISTING THE GRANTEE'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE

OR

2) USE AN EXHIBIT/ATTACHMENT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES.

## 3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

# 4 Consideration and Payment

## 4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

# (a) Compensation

The Grantee will be	paid [EXPLAIN HOW T	HE Grantee WILL BE PAII	D. EXAMPLES: "an
hourly rate of \$	up to a maximum of	hours, not to exceed S	S;" or "a
lump sum of \$	,,,		

IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, "ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT AGREEMENT. "BE SURE TO ADD ANY GRANTEE MATCHING REQUIREMENTS.]

# (b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT \$0.00"]; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed 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.

# (c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE].

# 4.2 Payment

# (a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

## (b) Federal funds.

Payments	under this grant contrac	will be made from	n federal funds obtai	ined by the State through
Title	CFDA number	of the	Act of	The Grantee is
responsibl	le for compliance with al	l federal requirem	ents imposed on thes	se funds and accepts full
financial r	responsibility for any rec	uirements impose	d by the Grantee's fa	ailure to comply with federa
requireme	ents.			

# (c) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

# 4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - a. <u>State Department of Administration's Certified Targeted Group, Economically Disadvantaged</u> and Veteran-Owned Vendor List
  - b. Metropolitan Council Underutilized Business Program: MCUB: Metropolitan Council Underutilized Business Program
  - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) (d) above, the State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
  - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §\$177.41 through 177.44. 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.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <a href="http://www.mmd.admin.state.mn.us/debarredreport.asp">http://www.mmd.admin.state.mn.us/debarredreport.asp</a>

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### **6** Authorized Representative

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

# 7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

# 7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

# 7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

## 7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

# 7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

# 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

# 10 Government Data Practices and Intellectual Property Rights

# 10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## 10.2 Intellectual Property Rights

# 11 Workers 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 State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these

employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

# 12 Publicity and Endorsement

# [IF THE GRANT FUNDING SOURCE(S) HAVE ADDITIONAL PUBLICITY REQUIREMENTS, LIST HERE]

# 12.1 **Publicity**

Any publicity regarding the subject matter of this grant contract must identify the 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, 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 grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

#### 12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

# 13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 14 Termination

# 14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## 14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

# 14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. [FEDERAL OR OTHER NON-STATE GRANT NUMBER] is withdrawn by the [INSERT FEDERAL OR NON-STATE GRANTING AGENCY] [IF THIS GRANT AGREEMENT IS FOR STATE GRANT FUNDS ONLY, DELETE SECTION A]
- (b) It does not obtain funding from the Minnesota Legislature [STATE GRANT FUNDS ONLY]
- (c) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The 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. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

# 15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as	3. STATE AGENCY
required by Minn. Stat. § 16A.15	Rv.
•	By: (with delegated authority)
Signed:	Title:
Date:	Date:
SWIFT Contract/PO No(s)	
2. GRANTEE	
The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.	
By:	
Title:	
Date:	
By:	
Title:	
Deter	
Date:	
	Distribution:
	Agency

State's Authorized Representative

# Council Customer Satisfaction Survey

The Minnesota Governor	's Council on Developmental	Disabilities funded this proje	ect.
Date:	Project Activity: Self Adv	осасу	
	[For GCDD Use Only – Go	pal/Objective: Training Sess	ions
Race/Ethnicity		Gender	Geographic Area
☐ Hispanic/Latino ☐ Asian, alone	erican, alone Alaska Native, alone her Pacific Islander, alone	☐ Female ☐ Male ☐ Other	☐ Urban☐ Rural
	ment that best describes	•	<b>y.</b> IFA 1.1
	<u> </u>	·	
Are you satisfied with	this project activity? Yes	(tridinos up) or No (tridi	iibs dowiij.
☐ YES, I am sa	atisfied.	NO, I am not satisfied.	IFA 3
Please answer these quality Because of this project	uestions with a Yes (thun t activity:	nbs up) or No (thumbs d	lown).
	I am increasing my advo	cacy.	IFA 2.1
	I am better able to say w	hat I want, and what is import	tant to me. IFA 2.3
	I am now participating in	n advocacy activities.	IFA 2.4
	I am serving on a cross-obody and/or serving in a	disability coalition, policy boar leadership position.	d, advisory board, governing IFA 2.5

$\cup$	

Please help us to know your how your levels of independence, productivity, self-determination, integration and inclusior
(IPSII $^*$ ) have increased as a result of participating in this Self Advocacy training session. Evaluate yourself on a scale of 1
Solowest) to 5 (Solomblest) for each measure.

**1. Independence:** Since participating in this Self Advocacy training session, I have become more **independent\*** at work, home or school:

4						<b>\$</b>
	1	2	3	4	5	
	Has not				Has increased	
in	creased at all				very much	

<sup>\*</sup>Independence means the extent to which individuals exert control and choice over their own lives.

2. Productivity: Since participating in this Self Advocacy training session, I am more productive.\*

<b>(</b>						
	1	2	3	4	5	
	Has not				Has increased	
in	creased at all				very much	

<sup>\*</sup>Productivity means starting employment or a positive change in one's employment situation (better wages, hours, benefits, improved status, or job advancement).

**3. Self Determination:** Since participating in this Self Advocacy training session, my **self-determination\*** has increased.

4						<b>\$</b>
	1	2	3	4	5	
	Has not				Has increase	ed
in	creased at all				very much	

<sup>\*</sup>Self-determination means the freedom to choose where and with whom to live or taking personal responsibility for personal decisions about needed supports and services.

**4. Integration and Inclusion:** Since participating in this Self Advocacy training session, I have experienced more community **integration and inclusion.**\*

4					
	1	2	3	4	5
	Has not				Has increased
in	creased at all				very much

<sup>\*</sup>Integration and inclusion means using the same community resources that are available to other citizens or fully participating in community activities.

As a result of	this t	raining sessi	on, <u>I gaine</u>	d new knowl	edge.	(K)	
г							
	4					•	4
		1 Strongly	2	3	4	5 Strongly	
		Disagree				Agree	
	ion p	resented in	this training	g session will	be useful to	o me in the fut	ure.
(U)							
[	<b>(</b> 5)						
		1	2	3	4	5	
		Strongly	_	Ü	7	Strongly	
L		Disagree				Agree	
The speaker	was k	nowledgeal	ole about th	ne topic area	and was eff	fective in prese	enting her/his
material.							(Q)
г							
	4						
		1	2	3	4	5	
		Strongly Disagree				Strongly Agree	
-							
If you have add	itiona	l comments, p	lease write th	nem here. Thar	nk you!		

## **DD Act and GCDD Definition of Terms**

**Culturally competent**. Services, supports or other assistance that are conducted or provided in a manner that is responsive to the beliefs, interpersonal style, attitudes, language and behaviors of individuals receiving services, and in a manner that has the greatest likelihood of ensuring maximum participation in the program.

Developmental disability. A severe, chronic disability of an individual from birth that:

- 1. Is attributable to a mental or physical impairment or a combination of mental and physical impairments.
- 2. Is manifested before the individual attains age 22.
- 3. Is likely to continue indefinitely.
- 4. Results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and
- 5. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic care services, supports or other assistance that is of lifelong or extended duration and is individually planned and coordinated; except that such term, when applied to infants and young children means individuals from birth to age five, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

**Disability justice.** Applicants should be aware of recent trends in developmental disabilities recognizing that people have been subject to years of discrimination and ableism ("Ableism" is the discrimination of and social prejudice against people with disabilities based on the belief that typical bodies and minds are superior). This is especially true for those experiencing the intersectionality of race and disability. Accommodations must be person-centered and person-directed to support individuals to fully participate in any research study.

**Unserved and underserved**: Individuals from racial and ethnic backgrounds, disadvantaged individuals, individuals with limited English proficiency, individuals from underserved geographic areas (rural or urban), and specific groups of individuals within the population of individuals with developmental disabilities, including individuals with developmental disabilities attributable to physical impairment, mental impairment, or a combination of physical and mental impairments.

## **DD Act Outcomes (IPSII):**

#### Independence:

• The extent to which individuals with developmental disabilities exert control and choice over their own lives.

#### **Productivity:**

- Engagement in income-producing work that is measured by increased income, improved employment status, or job advancement; or
- Engagement in work that contributes to a household or community.

#### **Self-Determination:**

• The freedom to choose how, where and with whom to live; freely created relationships; contributing to the community in a meaningful way.

- Taking responsibility for personal decisions and actions; making decisions about financial resources, needed supports, and hiring/evaluating direct care providers.
- Dignity and respect of and for people with disabilities.
- Whatever it takes to remove system barriers, achieve what may seem impossible, and do no harm.

# Integration and Inclusion:

- The use by individuals with developmental disabilities of the same community resources that are used by and available to other citizens.
- Living in homes close to community resources, with regular contact with citizens without disabilities in their communities.
- The full and active participation by individuals with developmental disabilities in the same community activities and types of employment as citizens without disabilities, and utilization of the same community resources as citizens without disabilities, living, learning, working, and enjoying life in regular contact with citizens without disabilities.
- Having friendships and relationships with individuals and families of their own choosing.