



Minnesota Department of Human Services Aging and Disability Services Division

Request for Proposals for a Grantee to Develop and/or Provide Services for Older Minnesotans to Live in the Community -Live Well at Home Grants

Date of Publication: February 12, 2024

Minnesota's Commitment to Diversity and Inclusion:

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

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

Americans with Disabilities Act (ADA) Statement:

This information is available in accessible formats for people with disabilities by calling 651-431-3039 or by using your preferred relay service. For other information on disability rights and protections, contact your agency's Americans with Disabilities Act (ADA) coordinator.

TABLE OF CONTENTS

Table of Contents	1
Introduction	1
1.1 Objective of RFP	1
1.2 Proposal due date	1
1.3 Background	1
1.4 Funding Availability	4
Scope of Work	4
2.1 Overview	4
2.2 Tasks and Deliverables.....	11
2.3 Collaboration.....	12
3. Proposal Requirements	12
3.1 Proposal Contents.....	12
3.2 Detail of Proposal Components	13
3.3 Required Statements and Forms	20
RFP Process	21
4.1 Responders’ Conference (optional, delete if not desired).....	21
4.2 Responders’ Questions	21
4.3 Proposal Submission	22
Proposal Evaluation and Selection.....	22
5.1 Overview of Evaluation Methodology	22
5.2 Evaluation Team.....	23
5.3 Evaluation Phases	23
5.4 Contract Negotiations and Unsuccessful Responder Notice	24
Required Contract Terms and Conditions	25
State’s Authority	26
APPENDIX A: Sample STATE Grant Contract.....	27
APPENDIX B: Sample University of Minnesota Grant Contract.....	47
APPENDIX C: Sample County Grant Contract	65
Appendix D: Sample Tribal Grant Contract	83

INTRODUCTION

1.1 Objective of RFP

The Minnesota Department of Human Services, through its Aging and Disability 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 (HCBS) for individuals aged 65 and older who are at-risk of long-term nursing facility use and/or spending down into Medical Assistance. Proposals may include strengthening services for supporting solo agers, family, friends, and neighbors' caregiving. The term of any resulting contract is anticipated to be for six to twenty-four months (6 to 24 months), from July 1, 2024 until June 30, 2026. STATE may extend the contract up to a total of five (5) years.

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."* The grants in this RFP 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, subdivision 1b](#), and the [Community services development grants program Minnesota Statutes, section 256.9754, subdivision 3](#).

1.2 Proposal due date

Proposals must be submitted on April 5, 2024 by 4:00 p.m. Central Time. This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

1.3 Background

In 2000, Minnesota's legislature formed a Long-Term Care Task Force to tackle pressing issues in long-term care, leading to 2001 legislative reforms aimed at reducing nursing home reliance and expanding home and community-based service options.

One element of the strategy provided funds under the Community Service Grants ([Minnesota Statutes, section 256B.0917, subdivision 1b](#)) 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 Services and Supports?

Long-term Services and Supports (LTSS) encompass the broad range of paid and unpaid medical and personal care assistance that many people need for weeks, months, or even years when they experience difficulty completing self-care tasks as a result of aging, chronic illness, or disability.

LTSS provides 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 include, but are not limited to:

- personal care services
- assistance provided to a family caregiver
- nursing facility care
- transportation
- adult day programs
- home delivered meals
- chore
- homemaker
- respite care
- assistive technology

Grants are accessible to various agencies, including non-profit, for-profits, governmental units, and Tribal Nations to improve community-based, affordable long-term care for the elderly, supporting infrastructure that allows seniors to remain at home. The aim is to assist caregivers, integrate healthcare services locally, and develop inclusive, sustainable options, especially for those eligible for public assistance.

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 in place of how and where they want to age.

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.

Grants are informed by the Gaps Analysis found at [Gaps analysis / Minnesota Department of Human Services \(mn.gov\)](#).

Additionally, other online resources that might be helpful to LWAH potential grantees include:

[2021 Status of LTSS legislative report](#)

[LTSS demographics dashboard](#)

[Aging Data Profiles](#)

NCI-AD.Org – [Minnesota report from 2017-2018](#) (last time survey conducted with older adults)

Age-Friendly Minnesota

Aging is a universal experience, and demographic shifts to an older population make this work more important than ever. Minnesota is one of a growing number of states working to become more age friendly. On December 11, 2019 Governor Tim Walz signed [Executive Order 19-38](#) to establish the Governor’s Council for an Age-Friendly Minnesota. The Council, which includes representatives from nine State agencies, five community members and one Tribal member, leads efforts to make all Minnesota communities better places to grow older.

Legislation from July 2023 extended the existing Council’s work through June 30, 2027.

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

- Advance age-friendly policies
- Ensure all aspects of age-friendly work are grounded in diversity, equity, inclusion and accessibility
- Elevate the voice of older adults in developing the vision and action plan for an age-friendly state
- Engage with community, including older adults, caregivers, business, experts, advocacy organizations and other stakeholders, to inform recommendations and provide stakeholders with updates on the Council’s recommendations
- Identify opportunities for, and barriers to, collaboration and coordination among services and state agencies responsible for funding and administering programs and public-private partnerships.
- Coordinate state, local and private partners’ collaborative work on emergency preparedness for older adults, communities, and persons in zip codes most impacted by COVID-19
- Fund an Age-Friendly Minnesota Grants Program

Minnesota has a strong reputation for providing high-quality services, including those that help older residents remain in their homes and communities of choice. This is the result of well-established programs and commitments that are an important foundation of Age-Friendly Minnesota.

Responders can strengthen their applications by connecting one or more of the Long-Term Services and Supports that are listed above to one or more of the interconnected age-friendly domains of community life (listed below) identified by the World Health Organization and AARP. Example: partner with a city that has designated transportation as a barrier to aging in community; develop an advisory board made

up of older adults in that community where their task is to design a transportation solution, and your organization will operate and fund the designed transportation solution.

Eight domains of an age-friendly community include:

1. Outdoor Spaces and Buildings
2. Housing
3. Transportation
4. Communication and Information
5. Community Supports and Health Services
6. Social Participation
7. Civic Engagement and Employment
8. Respect and Social Inclusion

The AFMN Council also identified Emergency Preparedness as a ninth domain of focus. Additional information on age-friendly domains can be found [here](#).

For more information visit the Age Friendly Minnesota website: <https://mn.gov/dhs/age-friendly-mn/>.

1.4 Funding Availability

During State Fiscal Year (SFY) 2025, it is estimated that approximately a total of eight million dollars (\$8,000,000) will be available to successful responders. SFY 2025 is July 1, 2024 through June 30, 2025. The individual annual maximum grant award is three hundred and fifty thousand (\$350,000).

SCOPE OF WORK

2.1 Overview

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

The three general categories of services and/or projects desired by the STATE include:

A. Category 1– Capital and Renovation Requests

Capital and Renovation grants [three hundred and fifty thousand dollars (\$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 found in the [online Foundant application](#) for completion once the application timeline closes.

Capital and Renovation Requests include:

- new construction
- renovation

- retrofitting
- home modification
- transportation, e.g., purchase of a vehicle
- technology

Capital and Renovation grants are available for new builds, renovations, retrofitting, or modifications to enhance accessibility in homes or buildings. These efforts should foster innovative housing and services solutions, create affordable units suitable for home care, and cater to those age 65 and over with chronic health conditions. Retrofitting aims to lower healthcare costs by adapting homes for aging in place, especially those lacking essential features. Responders promoting equity, self-sufficiency, independence, quality of life, safety and community integration are encouraged to demonstrate how their project uphold these values through home modifications, new construction, technology, or services.

For new construction requirements include 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 efforts focus on enhancing accessibility through universal design, with information and expertise available from Certified Aging-in-Place Specialists (CAPS). These professionals are trained to design homes that ensure safety, usability, and comfort for older adults, with a directory of Minnesota CAPS available on the National Association of Home Builders website. Projects must comply with Americans with Disabilities Act (ADA) standards, particularly vehicle projects, and are encouraged to coordinate with Regional Transportation Coordinating Councils (RTCCs) (<http://www.coordinatemntransit.org/regional/rtccs/>) for efficient resource sharing, improving mobility for the elderly. Innovation in technology and design, including adherence to the new Minnesota Assisted Living licensure law Ch. 144G effective August 1, 2021, should be integrated into capital and renovation requests. Potential projects span various living facilities and private homes, focusing on inclusivity and meeting broad community needs, with priority given to proposals offering low-income solutions for homeless older adults. The STATE seeks innovative housing and service models, potentially involving co-ownership and private payment schemes, with funding available to pilot and document successful approaches.

B. Category 2 - Long-Term Services and Supports (LTSS) Development Requests

Category 2: Long-Term Services and Supports Development grants [three hundred and fifty thousand dollars (\$350,000) or less per year] pursuant to [Minnesota Statutes, section 256B.0917, subdivision 1b.](#)

Long-Term Services and Supports Development requests include, 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, older adults, universities/colleges, public and private housing owners, employers, tribes, local social service providers, faith-based organizations, grass-root 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 status, sexual orientation, gender identity, 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's [Health Equity Reports and Publications website.](#)

The STATE is dedicated to supporting older adults and their caregivers in avoiding nursing home placements and the financial burden on Medical Assistance, aiming to maintain independent living within the community. This commitment involves managing health and long-term care spending, enhancing service integration, and expanding community-based options to ensure sustainable long-term support. Live Well at Home grants play an important role by funding innovative strategies for prevention, risk management, and support, benefitting those at risk of nursing home admission or Medical Assistance eligibility, including private pay individuals leveraging their resources for needed services.

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

- a. Needing assistance with one or more activities of daily living;
- b. Experiencing an injurious fall in the past six months;
- c. Thinking about moving to a nursing facility or assisted living facility;

The STATE acknowledges the need for diverse long-term service models to manage health risks, support independent living and offer alternatives to nursing home stays, with a focus on closing access gaps for

underserves communities through collaboration with tribal nations, counties, managed care, area agencies on aging (AAAs) and informal service providers.

Long-Term Services and Supports Development requests 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 services, 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 (i.e., friends and/or neighbors);
- 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
- Leverage diverse technologies to enhance community living by streamlining service delivery, optimizing health management, bolstering caregiver support, ensuring quality, and empowering consumer choice, all aimed at dismantling barriers to home and community-based services.

The STATE is interested in funding projects that provide Long-Term Service and Supports in the following priority areas:

1. For Caregiving

- Projects that assure the health and safety of older adults by providing caregiver supportive services which empower the caregiver to care longer and delay long term facility placement of the older adult;
- Projects whose services assist with identifying at-risk caregivers; especially those close to burnout or long-term facility placement of the older adult;
- Projects whose services are defined as “wrap around” supportive services such as transportation, homemaking, chore, home delivery, and home repair. These wrap around services allow the caregiver more time to provide additional caregiving support.
- Projects that 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;
- Projects that 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 Minnesota Statutes, section [144A.351](#). Preference must be given to projects that support underserved populations;
- Projects that 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;

- Projects whose services 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
- Projects that facilitate coordination between respite care providers and caregivers of older adults to ensure equitable access to a full spectrum of services.

2. For Community Supports:

Projects that develop, expand, and sustain service(s) that are critical to maintaining community living for older adults and their family, friends, and neighbors caregiving. 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:

- Proposals from cultural and ethnic community organizations;
- Models that propose to serve culturally and racially diverse older adult populations and/or Native American Elders; and
- Models that serve older adults in rural areas.

Community Supports Responder's projects must clearly describe:

- How their project will achieve their purpose;
- The Responder's process for recruiting, training, and retraining all volunteers;
- The Responder's plan to promote the project in the designated community, including outreach efforts to identify potential caregivers and linkages to regional and national resources; and
- New and innovative service delivery models that consolidate administrative capacity across agencies to achieve greater efficiencies and connect high priority individuals with services needed given the current economic climate and the rapidly increasing numbers of older adults.

Note: Include technical assistance costs in Responder's proposal that will help explore the use of advances in technology to enhance Responder's services.

3. For Healthy Aging:

Projects that 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-promotion-disease-prevention-programs/>.

For a chart on evidence-based health promotion/disease prevention programs: <https://www.ncoa.org/resources/ebpchart/>.

4. For Homeless Support Services:

Projects that 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-emergency health care services. The goal of these service models is to help high risk older adults stabilize their living arrangements and health, therefore avoiding emergency room admissions and increased risk for experiencing homelessness again. The objectives of this section are increasing awareness of the socio-economic trends influencing elder homelessness and developing 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 through:
 - lease and rental deposits, including subsidized housing e.g., HUD 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
 - one time pest and allergen treatment of living accommodations.

- 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.

In the spirit of new models of support for individuals at risk or experiencing homelessness, awarded recipients shall enroll as a provider of [Housing Stabilization Services](#) which is a Medical Assistance (MA) benefit to help people with disabilities and older adults find and keep housing. Housing Stabilization Services are a state plan (not waiver) Home and Community-Based Services (HCBS). The purpose of the MA housing stabilization service is to:

- Support an individual's transition into housing,
- Increase long-term stability in housing in the community, and
- Avoid future periods of homelessness or institutionalization.

5. For Transportation:

- Projects that develop and expand volunteer driver transportation services;
- Projects that increase efficiency and coordination of current and future transportation services that fill current service gaps, including serving rural communities; and creating and providing innovative transportation options, e.g., loop bus service, autonomous shuttle bus, etc.

C. Category 3 - Core Home and Community-Based Services

Core Home and Community-Based Services [forty thousand to sixty thousand dollars (\$40,000-\$60,000) per year].

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 older adults (regardless of income) to remain in their own homes for as long as possible. Core home and community-based services 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 companionship.

Responders eligible for the core home and community-based services grants must be a core home and community based service providers as defined in [Minnesota Statutes, section 256B.0917, subdivision 1b\(c\)](#). Organizations funded under core home and community-based services have operating budgets of one hundred and seventy-five thousand dollars (\$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. 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.

2.2 Tasks and Deliverables.

The following list contains 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

1. Attend and participate in the Odyssey Conference.
2. Participate in sharing with grantees their Live Well at Home experiences and best practices developed.
3. Enroll as a provider with the Minnesota Department of Human Services. [Enrollment with Minnesota Health Care Programs \(MHCP\)](#)
4. Complete required training as designated by DHS staff, such as Provider Enrollment Training.
5. Meet with lead agency (counties, health plans, and Tribal Nations) staff to discuss project(s) and the availability of services.
6. Provide reports in a timely manner as set forth by the STATE.
7. Participate in one or more site visits during the grant period, as requested by the STATE.
8. Comply with all applicable federal, state, and local laws.
9. Meet timelines and production parameters as listed in proposal.
10. Participate in social media tools (for example: LinkedIn).
11. Identify and serve at-risk persons in the community by using the Live Well at Home Rapid Screen®.
12. Ensure all products and services developed meet the State of Minnesota accessibility standards and guidelines as outlined in Section 6F Digital Accessibility Standards, of this RFP.

Deliverables

1. Promote and assist people in using self-directed community-based supports whether through private or public pay funds.
2. Increase the number of older adults using home and community-based services (HCBS).
3. Continue progress in achieving goals/outcomes of project as outlined in the project's work plan.
4. Improve access and control for consumers:
 - a) via evidence of project's role in improving coordination and/or connections across long-term services and supports in the service area; and/or,
 - b) by creating new service models that increase consumer choice and control.
5. Improve targeting and management of public funds for culturally and racially diverse

older adult populations, Native American older adult populations, older adults with disabilities, older adults in rural areas and those with at-risk needs.

6. Improve personnel efficiencies such as:
 - a) better use of paid personnel; and/or,
 - b) appropriate use of informal and quasi-formal resources.
7. Expand the type and number of funding sources to achieve fiscal sustainability, including private pay, third party contracts, and/or other private/public funding. After one year, a plan for fiscal sustainability should be in place.
8. Increase the number of affordable housing units or services by capital and renovation selected responders, better use of existing infrastructure in service areas, and/or provide evidence of cost effectiveness of accessibility/safety modifications (if applicable).

2.3 Collaboration

Responders should involve at least **two** (2) of the following groups as partners in their proposal: [ElderCare Development contacts / Minnesota Department of Human Services \(mn.gov\)](#) (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. PROPOSAL REQUIREMENTS

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

Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section 2, "Scope of Work," agree to the contract conditions specified throughout the RFP and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Required Statement "Exception to Sample Contract and RFP Terms."

IMPORTANT: Do not submit data that may be trade secret/confidential. If you must submit data that may be trade secret/confidential in order for your response to be responsive, then please email Andrea.Lingl@state.mn.us, requesting more information on how to submit that information.

3.1 Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and identified with labeled tabs.

Proposal Components	RFP Section
1. Special Focus	3.2.1
2. Executive Summary	3.2.2

- | | |
|--|-------|
| 3. Description of the Applicant Organization | 3.2.3 |
| 4. Description of Target Population | 3.2.4 |
| 5. Work Plan: Objectives, Activities, and Outcomes | 3.2.5 |
| a. <u>For Capital/Renovation Only:</u> If proposing a capital or renovation project, the following additional information will be requested. | |
| i. Development Cost Worksheet – factor in prevailing wage rules if needed. | |
| ii. Property Income Expense Worksheet | |
| iii. One page summary of bid information or cost estimate | |
| iv. 8 ½ X 11 reduced scale drawing | |
| v. 8 ½ X 11 reduced scale layout drawing | |
| 6. Evaluation Plan | 3.2.6 |
| 7. Nursing Facility Closure Preference | 3.2.7 |
| 8. Budget Proposal | 3.2.8 |
| 9. Professional Responsibility and Data Privacy | 3.2.9 |
| 10. Required Statements and Forms | 3.3 |

3.2 Detail of Proposal Components

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

3.2.1 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 RFP.

The STATE is interested in funding community or collaborative focused projects that provide examples of how they are currently or will:

- a. Represent a culturally focused organization(s);
- b. Implement plans to serve culturally and racially diverse older adult populations;
- c. Implement plans to serve Native American Elder populations;
- d. Implement plans to serve older adults in rural areas;
- e. Implement plans to serve Veterans;
- f. Implement plans to serve LGBTQI older adult populations; or
- g. Use of innovative and/or enhanced approaches to achieving successful outcomes.

3.2.2 Executive Summary (5 Points):

This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the Executive Summary 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 [STATE public web page](#).

3.2.3 Description of the Applicant Organization (125 Points):

This section must include information on:

- The programs and activities of the organization,
- The number of people served,
- Geographic area served, and
- Staff experience, and/or programmatic accomplishments.

You should include reasons why your organization is capable of effectively delivering the services outlined in the RFP. Include a brief history of the organization and all strengths that are considered an asset to the program. You should demonstrate the length, depth, and applicability of all prior experience in providing the requested services, the skill and experience of lead staff, and designate a project manager with experience in planning and providing the proposed services.

As a component of its response, Responder may explain how its staff and leadership are reflective of the community, culturally competent, and responsive to the population(s) being served (see next section). Identify the plan, including that related to staff recruitment and retention, for improving community ties, rapport, and engagement.

Responder may also review the "Requirements for Qualifying as a Targeted Organization" list, available at the [DHS Grants and RFPs](#) website and explain how Responder's qualification as a Targeted Organization uniquely improves its ability to provide services to the Target Population.

Responder should identify partners and their individual commitments to the proposed project. Clearly define each partner's role, resources, budget, and other responsibilities in the work plan that each partner will contribute to the proposed project.

3.2.4 Description of Target Population (125 points): 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 diverse populations listed in [Policy 08-02](#). Selected grantees will measure performance in serving diverse populations as required per their work plan objectives. Describe the level of need for services in the community and what group or groups of individuals will be targeted for services by the Responder's program. Describe how Responder's program will serve diverse populations, and especially populations experiencing inequities and/or disparities in this area. Be sure to address any underserved populations specifically identified in this RFP. Discuss whether the program and activities will have a local, regional, or statewide impact, and whether they will serve low- and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach the target population. Include a description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how the programs and activities will positively impact the target population; Responder may provide examples, performance measures, and desired outcomes.

3.2.5 Work Plan: Objectives, Activities, and Outcomes (250 points):

All Proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement.

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, 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 the purpose 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 outcome.
- **People Responsible:** List all staff members' names and titles and any other stakeholders, including organizations that they are with and how they will assist with the objective.

- Outcome: Detail specific results that include units/numbers served, and how they aim to achieve the overall project goal. Additionally, outline skills and knowledge obtained by the people responsible, community connections made, etc.
- Estimated Start and End Dates for each Objective: These should be incremental in regard 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 they meet the requirements in Section 2.1, 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 two thousand five hundred dollars [\$2,500 (single trade)] or at minimum twenty five thousand dollars [\$25,000 (multiple trades)], prevailing wage rules will apply as per [Minnesota Statutes, sections 177.41 through 177.44, and the corresponding Minnesota Rules 5200.1000 to 5200.1120.](#) These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

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

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

3.2.6 Evaluation Plan (125 points):

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. 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, the responder should describe lasting effects produced by the project and how responder's organization will continue the proposed project after the conclusion of this grant. Discuss the relationship with other organizations that responders has/have or will develop further, and that will help maintain the proposed project long- term. Also, describe the value of any coordination across service providers and any secondary benefits that happened and/or responder proposes will happen due to this coordination.

3.2.7 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, subdivision 5](#) after January 1, 2022. 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 of twenty (20) points. An updated list of facility closures will be available via [Live Well at Home grant webpage](#). Responders will need to identify their nursing facility partners and detail their existing and/or proposed collaborative relationship.

3.2.8 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 budget template excel spreadsheet for SFY2024 located on the [grant application service webpage](#); and
 2. creating and uploading a fee schedule to the grant application service webpage. Whole dollar amounts must be used for each budget item.
- **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 three hundred and fifty thousand dollars (\$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.

- **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 older adults 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 budget Excel template for SFY2025 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 with the online Grant Application:

- Property Income/Expense Worksheet

- Development Cost Worksheet

To access the SFY 2025 budget template that includes the template instructions, a Responder can find the Excel worksheet labeled “Instructions” in the online application located at the Live Well at Home Grants Application service webpage:

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

3.2.9 Professional Responsibility and Data Privacy:

i. Professional Responsibility: It is crucial that STATE locate reliable grantees to serve our clients. Therefore, Responders must be professionally responsible and include satisfactory information regarding their professional responsibility in their Proposals. Per [Minnesota Office of Grant Management \(OGM\) Policies](#) 08-02 and 08-13, Responder’s past performance as a grantee of STATE will be considered when evaluating a grant application.

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

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

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

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

ii. Data Privacy: If your organization or any proposed subcontractor has, in the past five years, suffered any breach or loss of personal, financial, or other data considered private or confidential, please provide a description of such breaches, and provide details on what steps

were taken to address the issue both in the short term and the long term to prevent such a breach/loss from happening again.

3.3 Required Statements and Forms

Complete the correlating forms found in [eDocs](#)¹ (search for the form numbers referenced below at the [eDocs](#) link, or paste the form file path name found in the footnotes below to your browser) and submit the completed forms in the “Required Statements and Forms” section of your Proposal. You must use the current forms found in [eDocs](#). Failure to submit a Required Statement or to use the most current forms found in [eDocs](#) is at the Responder’s risk and may, at the discretion of STATE, result in disqualification of the Proposal for nonresponsiveness.

a. Responder Information and Declarations (DHS-7020-ENG)²: Complete the “Responder Information and Declarations” form available at the [eDocs](#) link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder may fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms (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. A Responder who objects to any condition of this RFP or STATE’s sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the “Exceptions to Sample Contract and RFP Terms and Conditions” form available at the [eDocs](#) link and submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

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

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

¹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

² <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

³ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

c. Disclosure of Funding Form (DHS-7018-ENG)⁴:

(Applies if federal money will be used or may potentially be used to pay for all or part of the work under the contract). In order to comply with federal law, Responder is required to fill out the “Disclosure of Funding” form available at the [eDocs](#) link and submit it with its Proposal. The form requires a Responder to provide its Unique Entity Identifier (UEI) to uniquely identify business entities. If a Responder does not already have a UEI, it may be obtained from [SAM.gov](#).

d. Documentation to Establish Financial Stability (DHS-7896-ENG)⁵:

Minnesota Statutes, section 16B.981; Laws of Minnesota 2023, [chapter 62](#), article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more. All grantees as defined in Minn. Stat. § 16B.981, subd. 1(c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of \$50,000 and higher. The information collected under this section will be used in STATE’s determination of the award of the contract. Responder must complete the “Documentation to Establish Financial Stability” form and submit the form with its Proposal. STATE will request the applicable documentation upon its determination that Responder is a finalist in the solicitation process.

RFP PROCESS

4.1 Responders’ Conference (optional, delete if not desired)

A virtual Responders’ Conference will be held on February 26, 2024, from 1:00 p.m. to 2:30 p.m.

Central Time. The conference will serve as an opportunity for Responders to ask specific questions of STATE staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders’ Conference information and instructions can be found on the [Live Well at Home webpage](#). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be posted on the [Live Well at Home webpage](#).

4.2 Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing on March 8, 2024 prior to 4:00 p.m. Central Time. All questions must be addressed to:

Andrea Lingl
Aging and Disability Services Division
Minnesota Department of Human Services
PO Box 64976
Saint Paul, Minnesota 55164-0976

Questions may also be e-mailed to Andrea.Lingl@state.mn.us.

⁴ <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7018-ENG>

⁵ <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7896-ENG>

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

Questions and answers will be addressed in writing and posted on the [Live Well at Home webpage](#) at March 15, 2024, at 4:00 p.m. Central Time.

4.3 Proposal Submission

Responders must submit an online Proposal through the Live Well at Home Grants Application service webpage located at:

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

Projects that improve the community’s capacity for services as identified in the [Gaps Analysis Study](#) will be given priority.

The online Proposal application must be received on April 5, 2024 to be considered. by 4:00 p.m. Central Time. 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 grant webpage](#).

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

PROPOSAL EVALUATION AND SELECTION

5.1 Overview of Evaluation Methodology

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on “best value” as specified below. The evaluation will be conducted in three phases:

- a. *Phase I* Required Statements Review
- b. *Phase II* Evaluation of Proposal Requirements
- c. *Phase III* Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. A Responder will receive notification on their Applicant Dashboard within the [online portal](#) if it is determined that they will not be moving forward to Phase II for review by the review committee. This notification will occur within ten (10) days of the RFP close date. These instructions will be included in the Responders Conference as well as on the [Department of Human Services Live Well at Home grant website](#) under the header [Key Dates](#).

4. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to STATE or that STATE exercised the right to reject any or all Proposals. At its discretion, STATE may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

5.2 Evaluation Team

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

5.3 Evaluation Phases

At any time during the evaluation phases, STATE may, at STATE's discretion, contact Responders to:

1. provide clarification of their Proposal,
2. have each Responder provide an oral presentation of their Proposal, or
3. obtain the opportunity to interview the proposed key personnel.

It is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I: Required Statements and Forms Review

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

2. Phase II: Evaluation of Technical Requirements of Proposals

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

Proposal Components	Possible Points
1. Special Focus (Optional)	50
2. Executive Summary	5
3. Description of the Applicant Organization	125
4. Description of Target Population	125
5. Work Plan: Objectives, Activities, and Outcomes	250
6. Evaluation Plan	125
7. Nursing Facility Closure Preference	20
8. Budget Proposal	300
Total:	1,000 points

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

c. Special Focus (Optional).

You may choose all that apply to the special focus area(s) in your proposal. The STATE will review the proposal submission to determine whether or not, in the STATE's sole discretion with assistance of the evaluation team, it provides examples of how the responder meets any of the special focus areas in section 3.2.1. The amount of points to be given will depend on sufficient examples of how the project meets the special focus areas. The STATE may award up to fifty (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. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately **seven (7) weeks** after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

If a Responder(s) is selected, STATE will notify the successful Responder(s) in writing of their selection and STATE's desire to enter into contract negotiations. Until STATE successfully completes negotiations

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

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

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

REQUIRED CONTRACT TERMS AND CONDITIONS

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

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

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

D. 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.

E. 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 State of Minnesota Accessibility Standard effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [State of Minnesota Accessibility Standard](#).⁶ (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

STATE’S AUTHORITY

1. STATE may:
 - A. Reject any and all Proposals received in response to this RFP;
 - B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
 - C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
 - D. Select for contract or for negotiations a Proposal which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
 - E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;
 - F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
 - G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;
 - H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
 - I. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
 - J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.
2. The award decisions of STATE are final and not subject to appeal.
3. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

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

APPENDIX A: SAMPLE STATE GRANT CONTRACT



Minnesota Department of Human Services Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, [Click here to enter division name](#) Division (“STATE”) and [Click here to enter Grantee Name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical street address, city, state, zip code](#) (“GRANTEE”).

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [Click here to enter effective 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. **[CHOOSE OPTION A OR OPTION B]**

[OPTION A] This CONTRACT is valid through [Click here to enter expiration date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

[OPTION B] In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of [Click here to enter expiration date](#), this CONTRACT will expire on [Click here to enter 60 calendar days from original expiration date](#).

1.3. No performance before notification by STATE. GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per [Minnesota Statutes, section 16B.98, subdivision 7](#), and GRANTEE is notified to begin work by STATE's Authorized Representative.

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

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

2. GRANTEE'S DUTIES.

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

2.2. Grant Progress Reports.

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

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

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules,

webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),⁶ 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 State of Minnesota Accessibility Standard 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.

1. GRANTEE will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. GRANTEE must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 19.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If GRANTEE’s approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 125, Section 15](#).⁷ 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.

⁶ <https://mn.gov/mnit/about-mnit/accessibility/>

⁷ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount of contract](#)).
- 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: [Click here to 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. 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. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that GRANTEE is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

Pass-through requirements. GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),⁸ Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and GRANTEE agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).⁹

1. **GRANTEE’s Name:** [Click here to enter Grantee Name](#) (Must match the name associated with the Unique Entity Identifier.)

⁸ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

⁹ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

2. *GRANTEE's Unique Entity Identifier:* [Click here to enter](#) Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN):* [Click here to enter number](#)
4. *Federal Award Date:* [Click here to enter date](#) (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date:* [Click here to enter date](#).
7. *Amount of federal funds obligated to GRANTEE (subrecipient) in this CONTRACT:* \$ [Click here to enter amount](#)
8. *Total amount of federal funds committed to the GRANTEE (subrecipient), including this CONTRACT:* \$ [Click here to enter amount](#)
9. *Total Amount of the Federal Award from which the funds to the GRANTEE (subrecipient) are drawn:* \$ [Click here to enter amount](#)
10. *Federal Award Project description:* [Click here to enter text.](#)
11. *Name:*
 - A. Federal Awarding Agency: [Click here to enter text](#)
 - B. MN Dept. of Human Services (DHS)
 - C. Name and Contact information of DHS's awarding official: [Click here to enter name and contact information of authorized representative](#)
12. *Assistance Listings Number & Name (formerly known as CFDA No.):* [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. *Is this federal award related to research and development?* Yes No
14. *Indirect Cost Rate for the GRANTEE is:* [Click here to enter rate](#) (including if the *de minimis* rate is charged.)
15. *Closeout terms and conditions for this federal award:*

4. CONDITIONS OF PAYMENT.

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

violation of federal, state, or local law, ordinance, rule, or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1.a.;
- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. For cause or convenience. In accord with Minnesota Statutes, section 16B.04, subdivision 2, the Commissioner of Administration has independent authority to terminate this CONTRACT. CONTRACT may be terminated 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. Termination for Cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

6.3. 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.

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter phone](#) and [Click here to enter email](#). This representative shall have final authority for acceptance of GRANTEE's services and if

such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Grantee. GRANTEE's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: [Click here to enter phone](#) and [Click here to enter email](#). If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

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

8. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

8.3. Employee Theft and Dishonesty Policy. GRANTEE agrees to keep in force a blanket employee theft and 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 and employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft and 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 and 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 and employee dishonesty insurance.

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

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

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

8.5. Professional Liability Insurance.

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

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

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

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

8.6. Additional Insurance Conditions:

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

9. INDEMNIFICATION.

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

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

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

2. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. [Minn. Stat. § 13.02, subd. 8a.](#)
3. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), [45 C.F.R. § 160.103](#), on behalf of STATE for a function or activity regulated by 45 C.F.R. §§ 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, [45 C.F.R. § 160.103](#) as a result of, or in connection with, this CONTRACT. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, GRANTEE will be responsible for its own compliance.
4. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under [Minnesota Statutes, section 13.05, subdivision 11](#), and thus any data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
5. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
6. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE's Authorized Representative as to how GRANTEE should respond to the request.
7. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

8. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
9. GRANTEE must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

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 [Click here to 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 [Click here to 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 data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT,

GRANTEE will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.

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

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

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

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All

projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE’s website when practicable.

12.2. Endorsement. GRANTEE must not claim that STATE endorses its products or services.

13. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State’s [website](#).¹⁰

14. 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.

15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

15.1. State audit.

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

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

15.3. Federal audit requirements and GRANTEE debarment information. GRANTEE certifies it will comply with [2 C.F.R. § 200.501, et seq.](#), as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding

¹⁰ <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

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.

15.4. 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:

<https://mn.gov/admin/osp/government/suspended-debarred/>. 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.

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

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

a. Instructions for Certification

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

covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are 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.

16. GRANTEE DATA DISCLOSURE.

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 3, and 270C.66, and other applicable law, GRANTEE understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, may

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

17. 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.

18. CLERICAL ERRORS AND NON-WAIVER.

18.1. Clerical error. Notwithstanding Clause 19.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

18.2. 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.

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

19.1. 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.

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

19.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 19.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

20. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

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

21. 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.

22. LEGAL COMPLIANCE.

22.1. 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.

22.2. 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 or expression,

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).

22.3. Grants management policies. GRANTEE must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

22.4. 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.

23. OTHER PROVISIONS

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

23.2. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

Minnesota Department of Human Services and University of Minnesota Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, [Click here to enter division name](#) Division (“STATE”) and The Board of Regents of the University of Minnesota, acting through its MN Dept of Human Services, an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) (“UNIVERSITY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) [Click here to enter additional authority](#), has authority to enter into contracts for the following services: [Click here to enter services](#).

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL.

1.1. Effective date: This CONTRACT is effective on [Click here to 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. [CHOOSE OPTION A OR OPTION B]

[OPTION A] This CONTRACT is valid through [Click here to enter expiration date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

[OPTION B] In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not

fully executed within 60 calendar days of the original expiration date of [Click here to enter expiration date](#), this CONTRACT will expire on [Click here to enter 60 calendar days from original expiration date](#).

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 [Minnesota Statutes, section 16B.98, subdivision 7](#), and UNIVERSITY is notified to begin work by STATE's Authorized Representative.

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

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**, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

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

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

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or

developed, must comply with the [State of Minnesota Accessibility Standard](#),¹¹ as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards 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.

1. UNIVERSITY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. UNIVERSITY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY's performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

¹¹ <https://mn.gov/mnit/about-mnit/accessibility/>

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to UNIVERSITY shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount of contract](#)).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after UNIVERSITY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: thirty (30) days after the quarters ending March 31, June 30, September 30 and December 31 of each year of 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. 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. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that UNIVERSITY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

Pass-through requirements. 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](#),¹² Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and UNIVERSITY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).¹³

1. *UNIVERSITY's Name:* MN Dept of Human Services (Must match the name associated with the Unique Entity Identifier.)

¹² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

¹³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

2. *UNIVERSITY's Unique Entity Identifier:* [Click here to enter number](#) Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match UNIVERSITY's name.
3. *Federal Award Identification Number (FAIN):* [Click here to enter number](#)
4. *Federal Award Date:* [Click here to enter date](#) (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date:* [Click here to enter date.](#)
7. *Amount of federal funds obligated to UNIVERSITY (subrecipient) in this CONTRACT:* \$ [Click here to enter amount](#)
8. *Total amount of federal funds committed to the UNIVERSITY (subrecipient), including this CONTRACT:* \$ [Click here to enter amount](#)
9. *Total Amount of the Federal Award from which the funds to the UNIVERSITY (subrecipient) are drawn:* \$ [Click here to enter amount](#)
10. *Federal Award Project description:* [Click here to enter text.](#)
11. *Name:*
 - A. Federal Awarding Agency: [Click here to enter text](#)
 - B. MN Dept. of Human Services (DHS)
 - C. Name and Contact information of DHS's awarding official: [Click here to enter text](#)
12. *Assistance Listings Number & Name (formerly known as CFDA No.):* [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. *Is this federal award related to research and development?* Yes No
14. *Indirect Cost Rate for this federal award is:* [Click here to enter rate](#) (including if the *de minimis* rate is charged.):
15. *Closeout terms and conditions for this federal award:*

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, or if UNIVERSITY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 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 Minnesota Statutes, section 16B.98, subdivision 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 that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by UNIVERSITY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which UNIVERSITY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 2, UNIVERSITY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. For cause or convenience. In accord with Minnesota Statutes, section 16B.04, subdivision 2, the Commissioner of Administration has independent authority to terminate this CONTRACT. CONTRACT may be terminated 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 termination, 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. Termination for cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

6.3. 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.

6.4. 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 grant. In accordance with Minnesota Statutes, section 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

8. INSURANCE REQUIREMENTS.

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

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

9. 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.

10. 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.](#)
11. 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.

12. 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 [Minnesota Statutes, section 13.05, subdivision 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.
13. In its capacity as UNIVERSITY under this contract, UNIVERSITY is being made an agent of the "welfare system" as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
14. 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.
15. Under this CONTRACT, UNIVERSITY is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this CONTRACT.
16. UNIVERSITY's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
17. UNIVERSITY must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by 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 [Click here to 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 [Click here to 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 interesting the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities

arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in 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 joint 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 jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS shall be authorized without a future written contractual agreement between the parties.

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

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

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

13. PUBLICITY.

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

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

14. VOTER REGISTRATION REQUIREMENT.

UNIVERSITY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by UNIVERSITY. Voter Registration materials can be found at the Secretary of State's [website](#).¹⁴

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.

¹⁴ <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

16. AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.

16.1. State audit.

Under [Minnesota Statutes, section 16B.98, subdivision 8](#), the books, records, documents, and accounting procedures and practices of the 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.

16.2. Independent audit. If UNIVERSITY conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

16.3. 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.

16.4. 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: <https://mn.gov/admin/osp/government/suspended-debarred/>. 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.

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

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

a. Instructions for Certification

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

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

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

b. Lower Tier Covered Transactions.

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

17. UNIVERSITY DATA DISCLOSURE.

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 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.

18. JURISDICTION AND VENUE.

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

19. CLERICAL ERRORS AND NON-WAIVER.

19.1. Clerical error. Notwithstanding Clause 20.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. UNIVERSITY 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. UNIVERSITY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

20.3. Entire Agreement.

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

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

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

20.6. Debarred vendors. In the provision of goods or services under this CONTRACT, UNIVERSITY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, UNIVERSITY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).¹⁵ A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

¹⁵ <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

21. 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.

22. LEGAL COMPLIANCE.

22.1. 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.

22.2. 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). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

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

23. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows

APPENDIX C: SAMPLE COUNTY GRANT CONTRACT



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, [Click here to enter division name](#) Division (“STATE”) and The Board of Regents of the University of Minnesota, acting through its MN Dept of Human Services, an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) (“UNIVERSITY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) [Click here to enter additional authority](#), has authority to enter into contracts for the following services: [Click here to enter services](#).

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL.

1.1. Effective date: This CONTRACT is effective on [Click here to 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. [CHOOSE OPTION A OR OPTION B]

[OPTION A] This CONTRACT is valid through [Click here to enter expiration date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

[OPTION B] In the event this GRANT AGREEMENT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed,

whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of [Click here to enter expiration date](#), this CONTRACT will expire on [Click here to enter 60 calendar days from original expiration date](#).

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 [Minnesota Statutes, section 16B.98, subdivision 7](#), and UNIVERSITY is notified to begin work by STATE's Authorized Representative.

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

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**, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

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

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

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or

developed, must comply with the [State of Minnesota Accessibility Standard](#),¹⁶ as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards 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.

1. UNIVERSITY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. UNIVERSITY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If UNIVERSITY’s approved budget changes proceed without an amendment pursuant to this clause, UNIVERSITY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of UNIVERSITY's performance under this CONTRACT shall be no greater an amount than provided in the most current University of Minnesota Travel Policy, which is incorporated by reference. UNIVERSITY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to UNIVERSITY shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount of contract](#)).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after UNIVERSITY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: thirty (30) days after the quarters ending March 31, June 30, September 30 and December 31 of each year of 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. 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. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that UNIVERSITY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

Pass-through requirements. 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](#),¹⁷ Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and UNIVERSITY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).¹⁸

10. *UNIVERSITY's Name:* MN Dept of Human Services (Must match the name associated with the Unique Entity Identifier.)

¹⁷ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

¹⁸ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

11. UNIVERSITY's Unique Entity Identifier: [Click here to enter number](#) Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match UNIVERSITY's name.
12. Federal Award Identification Number (FAIN): [Click here to enter number](#)
13. Federal Award Date: [Click here to enter date](#) (The date of the award to the MN Dept. of Human Services.)
14. CONTRACT (subaward) Period of Performance: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
15. CONTRACT (subaward) Budget Period Start and End Date: [Click here to enter date.](#)
16. Amount of federal funds obligated to UNIVERSITY (subrecipient) in this CONTRACT: \$ [Click here to enter amount](#)
17. Total amount of federal funds committed to the UNIVERSITY (subrecipient), including this CONTRACT: \$ [Click here to enter amount](#)
18. Total Amount of the Federal Award from which the funds to the UNIVERSITY (subrecipient) are drawn: \$ [Click here to enter amount](#)
10. Federal Award Project description: [Click here to enter text.](#)
11. Name:
 - D. Federal Awarding Agency: [Click here to enter text](#)
 - E. MN Dept. of Human Services (DHS)
 - F. Name and Contact information of DHS's awarding official: [Click here to enter text](#)
12. Assistance Listings Number & Name (formerly known as CFDA No.): [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. Is this federal award related to research and development? Yes No
14. Indirect Cost Rate for this federal award is: [Click here to enter rate](#) (including if the de minimis rate is charged.):
15. Closeout terms and conditions for this federal award:

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, or if UNIVERSITY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 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 Minnesota Statutes, section 16B.98, subdivision 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 that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by UNIVERSITY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which UNIVERSITY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by UNIVERSITY to perform contract services, in accordance with clause 2, UNIVERSITY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. For cause or convenience. In accord with Minnesota Statutes, section 16B.04, subdivision 2, the Commissioner of Administration has independent authority to terminate this CONTRACT. CONTRACT may be terminated 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 termination, 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. Termination for cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

6.3. 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.

6.4. 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 grant. In accordance with Minnesota Statutes, section 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

8. INSURANCE REQUIREMENTS.

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

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

9. 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.

18. 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.](#)
19. 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.

20. 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 [Minnesota Statutes, section 13.05, subdivision 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.
21. In its capacity as UNIVERSITY under this contract, UNIVERSITY is being made an agent of the "welfare system" as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
22. 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.
23. Under this CONTRACT, UNIVERSITY is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this CONTRACT.
24. UNIVERSITY's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
25. UNIVERSITY must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by 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 [Click here to 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 [Click here to 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 interesting the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities

arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in 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 joint 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 jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS shall be authorized without a future written contractual agreement between the parties.

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

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

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

13. PUBLICITY.

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

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

14. VOTER REGISTRATION REQUIREMENT.

UNIVERSITY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by UNIVERSITY. Voter Registration materials can be found at the Secretary of State's [website](#).¹⁹

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.

¹⁹ <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

16. AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.

16.1. State audit.

Under [Minnesota Statutes, section 16B.98, subdivision 8](#), the books, records, documents, and accounting procedures and practices of the 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.

16.2. Independent audit. If UNIVERSITY conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

16.3. 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.

16.4. 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: <https://mn.gov/admin/osp/government/suspended-debarred/>. 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.

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

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

a. Instructions for Certification

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

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

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

b. Lower Tier Covered Transactions.

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

17. UNIVERSITY DATA DISCLOSURE.

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 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.

18. JURISDICTION AND VENUE.

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

19. CLERICAL ERRORS AND NON-WAIVER.

19.1. Clerical error. Notwithstanding Clause 20.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. UNIVERSITY 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. UNIVERSITY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

20.3. Entire Agreement.

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

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

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

20.6. Debarred vendors. In the provision of goods or services under this CONTRACT, UNIVERSITY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, UNIVERSITY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).²⁰ A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

²⁰ <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

21. 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.

22. LEGAL COMPLIANCE.

22.1. 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.

22.2. 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). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

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

23. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

APPENDIX D: SAMPLE TRIBAL GRANT CONTRACT



Minnesota Department of Human Services Grant Contract with Tribal Nation

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, [Click here to enter division name](#) Division (“STATE”) and [Click here to enter Tribal Nation name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) (“TRIBAL NATION”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(7) [Click here to enter additional authority](#), has authority to enter into contracts for the following services: [Click here to enter services](#).

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.

TRIBAL NATION is a federally recognized Indian tribe with a reservation in Minnesota.

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [Click here to 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. [CHOOSE OPTION A OR OPTION B]

[OPTION A] This CONTRACT is valid through [Click here to enter expiration date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

[OPTION B] In the event this CONTRACT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the original expiration date of [Click here to enter expiration date](#), this CONTRACT will expire on [Click here to enter 60 calendar days from original expiration date](#).

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 [Minnesota Statutes, section 16B.98, subdivision 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: Indemnification; Information Privacy and Security; Intellectual Property Rights; Ownership of Equipment; State audit.

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**, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

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

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

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),²¹ as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard. 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.

1. TRIBAL NATION will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. TRIBAL NATION must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. 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 by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files

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

are located at the GSA Per Diem Files [website](#). TRIBAL NATION shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals & incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount of contract](#)).
- 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: [Click here to 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. 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. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that TRIBAL NATION is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

Pass-through requirements. 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](#),²² Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and TRIBAL NATION agree to comply with all pass-through requirements,

²² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).²³

19. *TRIBAL NATION's Name*: MN Dept of Human Services (Must match the name associated with the Unique Entity Identifier.)
20. *TRIBAL NATION's Unique Entity Identifier (UEI)*: [Click here to enter UEI](#) Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match TRIBAL NATION's name.
21. *Federal Award Identification Number (FAIN)*: [Click here to enter number](#)
22. *Federal Award Date*: [Click here to enter date](#) (The date of the award to the MN Dept. of Human Services.)
23. *CONTRACT (subaward) Period of Performance*: Start date: **See section 1.1 above**. End date: **See section 1.2 above**.
24. *CONTRACT (subaward) Budget Period Start and End Date*: [Click here to enter date](#).
25. *Amount of federal funds obligated to TRIBAL NATION (subrecipient) in this CONTRACT*: \$ [Click here to enter amount](#)
26. *Total amount of federal funds committed to the TRIBAL NATION (subrecipient), including this CONTRACT*: \$ [Click here to enter amount](#)
27. *Total Amount of the Federal Award from which the funds to the TRIBAL NATION (subrecipient) are drawn*: \$ [Click here to enter amount](#)
10. *Federal Award Project description*: [Click here to enter text](#).
11. *Name*:
 - G. Federal Awarding Agency: [Click here to enter text](#)
 - H. MN Dept. of Human Services (DHS)
 - I. Name and Contact information of DHS's awarding official: [Click here to enter name and contact information of authorized representative](#)
12. *Assistance Listings Number & Name* (formerly known as CFDA No.): Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.: [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. *Is this federal award related to research and development?* Yes No

²³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

14. *Indirect Cost Rate for this federal award is:* [Click here to enter rate](#) (including if the *de minimis* rate is charged.)

15. *Closeout terms and conditions for this federal award:*

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, TRIBAL NATION laws, ordinances, rules and regulations. TRIBAL NATION shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or TRIBAL NATION law, ordinance, rule or regulation, or if TRIBAL NATION has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 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 one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minnesota Statutes, section 16B.98, subdivision 1, 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.

5.1. Reimbursement. 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 that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by TRIBAL NATION to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which TRIBAL NATION'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 2, TRIBAL NATION's Duties; and/or
- e. Any amount identified as a financial audit exception.

5.2. Unexpended Funds. TRIBAL NATION 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.

6. TERMINATION.

6.1. For cause or convenience. In accord with Minnesota Statutes, section 16B.04, subdivision 2, the Commissioner of Administration has independent authority to terminate this CONTRACT. CONTRACT may be terminated 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 termination, 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. Termination for cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

6.3. 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.

6.4. 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to 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 [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

8. INSURANCE REQUIREMENTS.

8.1. Workers' Compensation. TRIBAL NATION certifies that it is in compliance with [Minnesota Statutes, section 176.181](#), subdivision 2, pertaining to workers' compensation insurance coverage. TRIBAL NATION'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.

8.2. 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.

9. LIABILITY.

STATE and TRIBAL NATION agree to be responsible for their own acts and behavior and the results thereof. STATE's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736.

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

26. 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.](#)
27. 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.
28. 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 [Minnesota Statutes, section 13.05, subdivision 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.
29. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the "welfare system" as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
30. 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.
31. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

32. TRIBAL NATION's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
33. TRIBAL NATION must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by 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 [Click here to 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 [Click here to 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. 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 TRIBAL NATION 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 TRIBAL NATION's website when practicable.

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

14. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

14.1. State audit.

Under [Minnesota Statutes, section 16B.98, subdivision 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.

14.2. Independent audit. If TRIBAL NATION conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. 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.

14.4. 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: <https://mn.gov/admin/osp/government/suspended-debarred/>. 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.

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

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

b. Lower Tier Covered Transactions.

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

15. TRIBAL NATION DATA DISCLOSURE.

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 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.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. TRIBAL NATION will be informed of errors that have been fixed pursuant to this paragraph.

16.2. 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.

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

17.1. 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.

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

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to Clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1 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:

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

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

18.3 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](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. 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.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with TRIBAL NATION, state and federal law and regulations, and local ordinances, as applicable. 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.

20.2 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 or expression, 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 all TRIBAL NATION harassment and nondiscrimination policies.

TRIBAL NATION’s use of tribal member and/or American Indian preference for training and employment opportunities consistent with the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5307, and implementing federal regulations, does not violate these nondiscrimination provisions.

20.3 Grants management policies. TRIBAL NATION must comply with required [Grants Management Policies and procedures](#) as specified in Minnesota Statutes, section 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

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

20.5 Sovereign Immunity. Pursuant to Minnesota Statutes, sections 16B.98, subdivision 10, and 16C.05, subdivision 7, the STATE may not require a federally recognized Indian tribe to deny its sovereignty as a requirement or condition of a grant or contract with the state or an agency of the state. Neither the terms of this CONTRACT nor the TRIBAL NATION’s entrance into this CONTRACT shall be construed as a waiver or limited waiver of the TRIBAL NATION’s sovereign immunity. In the event the terms and conditions set forth in this section conflict with the provisions of this CONTRACT, this section shall govern.

21. OTHER PROVISIONS

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

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

TRIBAL NATION

State Authorized Representative

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

TRIBAL NATION

State Authorized Representative