

Minnesota Board on Aging

Request for Proposals for Qualified Grantees to Provide Services, Education, and/or Resources for Persons with Dementia and their Caregivers

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Americans with Disabilities Act (ADA) Statement: This information is available in accessible formats for people with disabilities by calling 651-431-2500 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.

Proposal Submission Checklist:

Attachment #1 to submission email

- Required Statements
 - Responder Information and Declarations
 - Exceptions to Terms and Conditions
 - Affidavit of Noncollusion
 - Trade Secret/Confidential Data Notification
 - Documentation to Establish Fiscal Responsibility
 - Disclosure of Funding Form
 - Affirmative Action Data Page (Human Rights Compliance)**
(For requests in excess of \$100,000)
 - Certification and Restriction on Lobbying
(For requests in excess of \$100,000)

All remaining items should be Attachment #2 to submission email

- Proposal Contents
 - Executive Summary
 - Description of the Responder
 - Description of Target Population
 - Project Goals and Objectives
 - Project Activities and Implementation Plan
 - Evaluation Plan
 - Budget Proposal
 - Prior Dementia Training Completed with certificates
 - Dementia Knowledge Capture Form
 - Special Focus Information Incorporated into Proposal (Optional)

Proposal must be formatted with 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page. Proposals not properly formatted may be disqualified.

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I. Introduction

A. Purpose of Request

In 2015 the Minnesota Legislature amended [Minnesota Statutes §256.975](#).¹ The legislation created a competitive grants program administered by the Minnesota Board on Aging that focuses on dementia and its impacts on persons with dementia, family and friends who are caregiving, and communities.

The Minnesota Board on Aging (hereinafter State), is seeking proposals from qualified responders for regional and local projects to increase awareness of Alzheimer's disease, promote the benefits of early identification, increase the rate of cognitive testing, or connect individuals caregiving for persons with dementia to education and resources. Statewide proposals are not eligible.

Qualified responders for regional and local grants may include, but are not limited to, community health boards, school districts, colleges and universities, tribal communities, nonprofit organizations, community clinics, and other health care organizations. Organizations that were previously awarded a regional and local dementia grant are eligible to reapply for a new project or program enhancement.

These grants are intended to stimulate collaboration and coordination, and to strengthen community relationships and partnerships that promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem, to promote the benefits of early identification of Alzheimer's disease and other dementias, to provide services, informational materials and proven tools for persons with dementia and families who are caregiving, as well as other resources.

During State Fiscal Year (SFY) 2019 approximately \$750,000 in total funding (pending legislative appropriation) will be available to Qualified Responder(s).

B. Objective of this RFP

The objective of this RFP is to contract with a qualified responder(s) to perform one or more of the project focus categories set forth in this RFP. The term of any resulting contract is anticipated to last for 12 months from August 1, 2018 until July 31, 2019, with the possibility of a one-year extension. The maximum grant award is \$150,000.

¹ <https://www.revisor.mn.gov/statutes/?id=256.975>

C. Background

Population

An estimated 91,000 Minnesotans over age 65 have Alzheimer's disease (AD), according to the *2016 Alzheimer's Disease Facts and Figures*. AD primarily strikes elderly individuals but also significantly affects their families. It poses emotional and medical challenges to family members and affects their finances, living situations, and well-being. Seventy percent of people with Alzheimer's disease and related dementias (ARD) receive care in their homes, and 75 percent of that care is given by family and friends, according to the U.S. Congress Office of Technology Assessment. Family and friends who are caregiving frequently face fatigue, anxiety, depression, social withdrawal and health problems. Family and friends who are caregiving often need education, counseling and support to continue their caregiving role. Nursing facility placement is frequently the result of persons who are caregiving exceeding their capacity to provide in-home care. Research has found that older adults with ARD were five times more likely to require nursing facility placement and for longer stays than older adults without dementia (Eaker, 2002).

According to Minnesota population projections almost one-third, or nearly 30,000 Minnesotans, aged 65+ with ARD lived alone in 2010. Women are much more likely to live alone than men. Two-thirds of women aged 85 to 89 live alone, as do almost three quarters of women age 90 and older.

While most people in the United States living with ARD are non-Hispanic whites, older African-Americans and Hispanics are proportionately more likely than older non-Hispanics to have ARD.^{2, 3} Health conditions such as high blood pressure and diabetes that may increase one's risk for ARD are believed to account for these differences because they are more prevalent in African-American and Hispanic persons.

While undiagnosed Alzheimer's is a problem across all racial and ethnic groups, Medicare data show that African-Americans are less likely than whites to be diagnosed, given the estimated prevalence rates in the United States. When they are diagnosed, African-Americans and Hispanics – possibly due to issues related to access to health care – are typically diagnosed in later stages of the disease. This results in higher use of health care services and substantially higher costs. Average per-person Medicare payments for persons with dementia diagnosis are 45 percent higher for African-Americans and 37 percent higher for Hispanics compared with whites diagnosed with dementia.⁴

² Dilworth-Anderson P, Hendrie HC, Manly JJ, Khachaturian AS, Fazio S., *Diagnosis and assessment of Alzheimer's disease in diverse populations*. *Alzheimer's & Dementia: The Journal of the Alzheimer's Association*. 2008; 4(4):305–9.

³ Manly J, Mayeux R., *Ethnic differences in dementia and Alzheimer's disease*. In: Anderson N, Bulatao R, Cohen B, eds. *Critical perspectives on racial and ethnic differentials in health in late life*. Washington, D.C.: National Academies Press; 2004: p. 95–141.

⁴ Alzheimer's Association, 2013 Alzheimer's and Public Health Spotlight: Race, Ethnicity & Alzheimer's Disease.

Family and friends who are caregiving will be more ethnically and racially diverse over the next 35 years.⁵ Among persons who are caregiving for people with ADRD, the National Alliance for Caregiving (NAC) and AARP found Hispanic and African-American family and friends spend more time caregiving (approximately 30 hours per week) than non-Hispanic white family and friends (20 hours per week) and Asian-American family and friends (16 hours per week). Forty-five percent of Hispanic and fifty-seven percent of African-American) family and friends are more likely to experience higher burdens from caregiving. This is compared to thirty-three percent of whites and thirty percent of Asian-Americans.

These are examples of just a few ethnic and cultural groups that experience the greatest health inequities based on social and economic determinants.⁶ This does not preclude giving consideration for the diversity of populations in Minnesota whose ethnic, cultural, language (including American Sign Language), social, sexual, gender, residential status or other factors might indicate that specialized services will aid the population(s) in reaching their full health potential. The State of Minnesota is committed to promoting health equity so that all Minnesotans have the opportunity to realize their highest health potential.

Best Practices

In 2009 the Minnesota Legislature directed the Minnesota Board on Aging to establish the Alzheimer's Disease Working Group (ADWG) to study and make recommendations for policy changes related to Alzheimer's disease. The ADWG delivered its recommendations to the Legislature in January 2011. ADWG participants established ACT on Alzheimer's (ACT) in June 2011 to ensure the recommendations were implemented.

As one of ACT's five priority goals, over forty ACT Community Action Teams are assessing their communities for dementia readiness and creating a plan to become dementia-friendly. These teams do this with the support of Minnesota's Area Agencies on Aging (AAAs) and the Alzheimer's Association. At the heart of ACT is a resolve to help communities create a supportive environment for people living with ADRD and their family and friends who are caregiving so that they can live fully and thrive in the community. There is a shared interest across numerous Minnesota communities including rural communities, urban neighborhoods, faith-based congregations, and ethnic and cultural groups to fully integrate Alzheimer's resources to foster improved detection, quality care, support, and community readiness for the disease.

In response to evidence that clinicians do not have adequate guidance or training for detecting and managing Alzheimer's disease, ACT participants developed a consensus-based, best-practice educational curricula and clinical practice tools for dementia detection, diagnosis, and care designed for diverse audiences ranging from primary care physicians, community-based providers, care coordinators and persons with dementia and their care partners. These provider practice tools have been adopted in four health systems and can be accessed at [website of ACT](#)

⁵ *2013 Alzheimer's Disease Facts and Figures*, Special Report on Long-Distance Caregiving, Pg. 29.

⁶ *Advancing Health Equity in Minnesota: Report to the Legislature*, MN Department of Health, Pg. 5.

[on Alzheimer's Provider Practice Tools](#).⁷ Nine health care systems and over 200 physicians and advance practice professionals have participated in “Dementia Care Made Easy: Tools For Your Practice” presented by experts in the field. A parallel training is also provided for Health Care Homes (HCH) care coordinators and Core Home and Community Based Service (HCBS) providers who provide care consultation and support services. All of the tools will be infused with a health equity lens and offer options to aid providers in being culturally responsive.

The State, Senior Linkage Line, AAAs and ACT have created and promoted tools proven to help people with memory concerns maintain high functioning and quality of life, as well as help friends and families who are caregiving maintain their own health while supporting the individual with memory concerns.

II. Scope of Work

A. Overview

This RFP provides background information and describes the services desired by the State. It delineates the requirements for this proposal 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.

Applicants shall choose a funding amount in their application and detail all expenses as instructed in Section III of this RFP. Projects with estimated budgets **less than** \$50,000 do not require match. Projects with estimated budgets between \$50,000 and \$150,000 require a 25% match. The maximum grant award is \$150,000.

All projects must perform work within one or more of the below categories.

1. Increase Awareness
2. Promote Early Identification
3. Increase Cognitive Testing
4. Connect Family and Friends who are Caregiving

B. Project Focus Categories (choose one or more)

Category 1 – Increase Awareness

Projects in this category are intended to increase the public’s awareness of Alzheimer’s disease and other dementias. Dementia has significant social and economic impacts for society and awareness of it as a public health crisis must be raised.

⁷ <http://www.actonalz.org/provider-practice-tools>

It is a mistaken belief that dementia is a normal part of aging or a condition for which nothing can be done. In addition, a significant number of people lack awareness and understanding of dementia which results in stigmatization. Poor understanding leads to a large gap in treatment because it creates barriers to timely diagnosis and to accessing ongoing medical and social care. This affects the person with dementia, family and friends who are caregiving, as well as the society physically, psychologically and economically.

Barriers to service use include lack of understanding or stigma associated with dementia, previous poor experience with services, and cultural, language and financial barriers. Service use can be increased by information and education promotions for the public—including persons with dementia and family and friends who are caregiving. These will raise awareness, improve understanding and decrease stigmatization.

Projects that increase awareness can lead to action by persons with dementia and family and friends who are caregiving which enhances quality of life for both and decrease healthcare costs.

Projects might use educational methods, self-assessments, presentations or the latest technology innovations to aid outreach to the public. Awareness-raising activities should be relevant to the background of the audience. Activities must consider people's knowledge and beliefs regarding dementia that can vary greatly across cultures. The activities must be accurate, informative and effective, and developed in consultation with people with dementia, their families, and other stakeholders.

For example, a proposal might focus on a variety of different topics, such as but not limited to, differentiating symptoms from normal aging and from other health conditions such as age-related hearing loss, the importance of a healthy lifestyle and risk reduction, the benefits of early identification, overcoming stigma, living well with dementia, etc. A proposal could educate employees to recognize dementia in their customers in order to reduce stigmatization and provide appropriate assistance. Or a proposal might include outreach to spark interest in creating a dementia friendly community.

Category 2 –Promote Early Identification

Projects use culturally appropriate screening tools to facilitate referral to healthcare professionals for cognitive assessment testing. Despite the fact that no treatments are currently available to cure or even alter the progressive course of dementia much can be offered to support and improve the lives of people with dementia and their family and friends who are caregiving. Screening for early identification of memory loss and community service supports will help those with diagnosed dementia to remain in their homes and local communities for as long as possible.

Project examples include, but are not limited to: applicants advertising the benefits of early identification and offering the services of memory screenings by staff trained using the Mini-cog, SLUMS or a culturally appropriate screen tool, leading informational sessions on the topic,

implementing new models that connect people to screening services, changing processes/protocols for early identification, promoting the benefit of other health related screenings such as hearing loss detection (which emerging research shows some connection to cognitive disorders), etc.

Category 3 – Increase Cognitive Testing

Projects in this category are, generally, situated in healthcare organizations or led by specially trained or licensed professionals who are expert in ADRD. Partnerships between these experts and community aging service providers are permissible and preferred. The work is intended to increase the rate of cognitive testing in the population at risk for dementias (particularly those groups experiencing the highest health disparities) promote cross-referral and integrate a communication protocol between the partnering entities. It is important that a dementia diagnosis use an approach that includes a cognitive assessment protocol, an informant interview, a structured disability assessment and a clinical interview in case there are other causes of cognitive impairment.

Most dementia care takes place outside formal health care settings and is provided by family members. Family and friends who are caregiving must be enlisted to encourage the patient to seek testing. Adaptable coordination and integration of health and social services care is critical to improve the quality of life of people with dementia and those persons caregiving as they deal with the changes that occur throughout the course of the disease. Service delivery that is responsive to these changes and includes regular reassessment is essential to improving the care of people with dementia.

Awareness of and attention to the cultural, ethnic and language needs of persons experiencing memory concerns are critical to reducing health disparities and improving access to high-quality health care. This is a component of person-centered care.

Project examples include, but are not limited to, applicants implementing system changes or training and support for healthcare providers to increase cognitive testing for early diagnosis of dementia, performing cognitive testing within a healthcare setting (or by a licensed medical professional in other settings), partnership between a community based aging service provider and healthcare organization, etc. Training mandated by State or Federal regulations is not eligible for support by this grant funding.

Category 4 – Connect family and friends caregiving

Projects in this category are intended to connect family and friends who are caregiving for persons with dementia to services, education and resources. Dementia has an immense impact on the lives of the family and friends, and particularly the person who takes the primary role in providing care, which is most often a woman. Family and friends provide most care with the assistance of other support systems in the community. This grant funding does not support activities related to non-family paid caregivers.

Caregiving for a person with dementia can result in significant strain for those who provide most of that care. The stresses are emotional, physical, and economic. Caregiving and its effect on the family and friends who are caregiving not only affects the family surrounding the person with dementia but the community's social fabric, workforce environment and healthcare systems. Support for the family and friends who are caregiving is critical for their well-being. It enables them to come to terms with the disease, plan for the future and make the best use of time and other resources given their current circumstances.

For example, an applicant might offer direct services to the family and friends who are caregiving, educational sessions about caregiving and dementia, provide resource contacts, implement technology to link individuals to needs. Educational sessions might offer topics such as but not limited to: the importance of maintaining health, existing community and social services, dealing with difficult behaviors, advanced care planning, workforce issues and financial planning, ethics, etc. These educational sessions may be offered in the person's home. Consider the needs of family and friends who are caregiving who may have disabilities themselves. For example, family or friends who are caregiving who have a hearing loss may benefit most from educational sessions when real-time captioning or assistive listening devices are used. Proposal budgets should include the costs of providing reasonable accommodations to ensure information and materials are accessible.

C. Special Focus Areas Parameters

The State has interest in funding projects that:

- Demonstrate support from their targeted population;
- Coordinate with other community activities or health initiatives;
- Use new or enhance existing activities and resources or involve innovative approaches to achieving successful outcomes;
- Strengthen community relationships and partnerships with health care entities;
- Originate from culturally led or focused organizations;
- Show how the project will benefit culturally or ethnically diverse older adult populations;
or
- Show how the project will benefit older adults in rural areas.

D. Tasks Deliverables

Tasks

- Meet timelines and production parameters in proposal
- Provide reports in a timely manner as set forth by the State
- Comply with all applicable federal, state and local laws

- Identify at-risk persons in the targeted community by using the Live Well at Home Rapid Screen®
- Use State approved curriculum and materials in the project to ensure accuracy and consistency of message. For examples of State approved curriculum and materials see:
 - MBA Training Center ([Registration website for Dementia Capability, Caregiver Consultation and Cultural Responsiveness Training](#))⁸
 - Act on Alzheimer's ([website for Act on Alzheimer's](#))⁹
 - Alzheimer's Association of Minnesota/North Dakota ([Link to website for Alzheimer's Association of Minnesota/North Dakota](#))¹⁰
- Participate in use of social media tools
- All products and services developed must meet the State of Minnesota accessibility standards and guidelines outlined in section VI. of this RFP
- Staff delivering dementia education, screening services or caregiver services must complete the training related to these topics or show proof of prior completion (complete the Knowledge Capture Form)
- Attend and participate (presentation or poster session) in one bi-annual Age and Disabilities Odyssey Conference, if applicable.
- Participate in one Alzheimer's Association Meeting of Minds conference
- Participate in lessons learned and promising practices with other grantees, if applicable.

Deliverables

- Increase the awareness of Alzheimer's disease and related dementias in the community
- Promote the benefits of early identification and diagnosis of dementia to the community and/or health care providers
- Increase the number of older Minnesotans seeking cognitive testing
- Increase family and friends' self-identification of their caregiving role
- Achievement of project goals/outcomes outlined in the implementation plan
- Strengthen current community relationships and partnerships to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem
- Stimulate new collaboration and coordination between communities and health care providers to promote the benefit of physician consultation for all individuals suspected of having a memory or cognitive problem
- Connect individuals who are caregiving to potential services, education, or other resources

⁸ <http://pathlore.dhs.mn.gov/stc/mba>

⁹ <http://www.actonalz.org/>

¹⁰ <http://www.alz.org/mnnd/>

III. Proposal Format

A. Required Proposal Contents

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

Required Statements

1. Responder Information and Declarations
2. Exceptions to Terms and Conditions
3. Affidavit of Noncollusion
4. Trade Secret/Confidential Data Notification
5. Documentation to Establish Fiscal Responsibility (such as Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements)
6. Disclosure of Funding Form
7. Affirmative Action Data Page – if contract is anticipated to be in excess of \$100,000
8. Certification and Restriction on Lobbying – if contract is anticipated to be in excess of \$100,000

Proposal Contents (Responders are encouraged to incorporate into their proposal information that is responsive to the special focus areas detailed in section III.D.)

1. Executive Summary
2. Description of the Applicant Agency
3. Description of Target Population
4. Project Goals and Objectives
5. Project Activities and Implementation Plan
6. Evaluation Plan
7. Budget Proposal
8. List of staff completed dementia training with certificates
9. Dementia Knowledge Capture Form

B. Required Statements

Complete the appropriate forms by clicking the links below and submit them as the “Required Statements” section of your proposal. Failure to use the most current forms found in in completion of the proposal are at the responder's risk and may, at the discretion of the State, result in disqualification of the proposal for non-responsiveness.

1. Responder Information and Declarations ([Responder Information/Declarations Form](#))¹¹: Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. Exceptions to RFP Terms ([Exceptions to Terms and Conditions Form](#))¹²: The contents of this RFP and the proposal(s) of the successful responder(s) may become part of the final contract if a contract is awarded. Each responder's proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the responder. **Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a responder has no objections to any terms or conditions, the must write “None” on the form.** Only those exceptions indicated on this form will be available for discussion or negotiation.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. Sample State of Minnesota Grant Contracts are attached in the Appendix for your reference. Much of the language reflected in each contract is required by statute. If you take exception to any of the terms, conditions or language in a contract, you must indicate those exceptions.

Responders are cautioned that any exceptions to the terms of a standard State contract which give the responder a material advantage over other responders may result in the responder’s proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of a contract. Also, proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive proposals and rejected from further consideration for contract award.

3. Affidavit of Noncollusion ([Affidavit of Noncollusion Form](#))¹³: Each responder must complete and submit the attached “Affidavit of Noncollusion” form.

4. Trade Secret/Confidential Data Notification ([Trade Secret/Confidential Data Notice Form](#))¹⁴: All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the successful responder. If a contract is awarded to the responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the grant contract or by law.

¹¹ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7020-Responder_Info_Declar_ENG.ashx

¹² http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7019-Exceptions_Terms_ENG.ashx

¹³ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7021-Affidavit_Noncollusion_ENG.ashx

¹⁴ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7015-Trade_Secret-ENG.ashx

If the responder submits information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, and the responder does not want such data used or disclosed for any purpose other than the evaluation of this proposal, the responder must:

a. clearly mark every page of trade secret materials in its proposal at the time the proposal is submitted with the words "TRADE SECRET" or "CONFIDENTIAL" in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;

b. fill out and submit the attached "Trade Secret/Confidential Information Notification Form," specifying the pages of the proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of "None" should be listed on the form;

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

d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

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

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

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

IRS Form 990s. If a responder is a not-for-profit organization that completed an IRS Form 990 in 2017, responder must include a copy of the full documentation. If 2017 has not been completed, 2016 may be substituted.

If responder is concerned that its 2017 (or 2016) IRS Form 990 does not demonstrate its fiscal responsibility, it may supplement its Application with any of the additional material described below. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than \$25,000 in annual gross receipts over the past three tax years. Please do submit any information about any pending major accusations that could affect your financial stability.

Organizations without 2017(or 2016) IRS Form 990s.

- (1) Organizations that have not completed an IRS Form 990 should submit a certified financial audit if they have one. A certified financial audit is a review of an organization's financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization's financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Any organization with an annual revenue greater than \$750,000 is required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than \$750,000.
- (2) If the organization does not have a certified financial audit, the organization must submit its most recent board-reviewed financial statements if it has a board.
- (3) If the organization does not have a certified financial audit or board-reviewed financial statements because it does not have a board, the organization should submit a certified statement of assets and debts (balance sheet) and evidence of cash flow including amounts in a checking account.

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

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

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

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

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

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

6. Disclosure of Funding Form ([Disclosure of Funding Form](#))¹⁵: Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

¹⁵ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7018-Disclose_Funding_ENG.aspx

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

7. [Affirmative Action Data Page \(Human Rights Compliance\)](#)¹⁶: *For all contracts estimated to be in excess of \$100,000*, responders are required to complete and submit the attached "Affirmative Action Data" page. As required by Minnesota Rules, part 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency."

8. Certification Regarding Lobbying ([Certificate Regarding Lobbying Form](#))¹⁷: *For all contracts estimated to be in excess of \$100,000*, responders are required to complete and submit the attached "Certification Regarding Lobbying" page. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the responder must complete and submit the attached "Certification Regarding Lobbying" form.

C. Proposal Contents

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

1. Executive Summary (25 points). *Maximum of one (1) page, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page.* 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. Applicant should write a brief description of the proposed project, including: region where the project will occur as defined by the planning and service areas of the Area Agencies on Aging, state funds requested, project focus category(ies), the goals, the list of objectives and products/services to be developed. The Executive Summary should also clearly describe or outline the responder's overall design of the

¹⁶ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7016-Affirmative_Action_ENG.aspx

¹⁷ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MBA-7017-Cert_Lobbying_ENG.aspx

project in response to achieving the purpose and deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with: (a) the project elements; (b) its solutions to the problems presented; and (c) knowledge of the proposed services. The executive summary from applicants awarded a grant may be posted on the Minnesota Board on Aging's public web page.

2. Description of the Applicant Agency (100 points). *Maximum of one (1) page, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page.* This section must include information on:

- the existing programs and activities of the agency
- the number of people served, geographic area served
- population served
- staff experience
- programmatic accomplishments.

The responders should include reasons why your organization is capable to effectively complete the services outlined in the RFP. Be certain to demonstrate the length, depth, and applicability of all prior experience in providing the requested services. The responder should also demonstrate the skill and experience of lead staff and identify within the proposal a project manager with experience in planning and providing the proposed services.

To address Special Focus Areas of this RFP include a description of how the applicant's organization is currently an ethnic or culturally focused organization.
(up to an additional 20 points)

3. Description of Target Population (125 points). *Maximum of two (2) pages, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page.* In this section, applicants should clearly describe the need for the proposed project in their community. This description should include an overview of the overall project design that:

- a. Describes the population to be served by the proposed project;
- b. Specifies the region where the project, not the applicant, will occur as defined by the planning and service areas of the [Area Agencies on Aging](http://www.mnaging.net/en/Administrator/AAA.aspx)¹⁸;
- c. Identifies the level of need for these proposed services or system change;
- d. Cites the methods or information used to determine this need; and
- e. Describes how the project will address the need.

Applicants should also include: barriers or anticipated challenges; discuss whether the project and activities will have a local or regional impact; estimate how many persons will be served and whether it will serve low- and moderate-income individuals and families; and include a description of the referral system(s) used by the project to reach the target population.

¹⁸ <http://www.mnaging.net/en/Administrator/AAA.aspx>

To address a Special Focus Area

- a. Name the targeted culture and/or ethnic population(s); and/or
- b. Specify the geographic area where the project, not the applicant, will occur and describe the characteristics that make the area rural, if applicable.

(up to an additional 20 points)

4. Project Goals and Objectives (75 points). *Maximum of page (1) page, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page.* This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the project's effectiveness. If a Special Focus Area was previously chosen, be certain to specify the ethnic/cultural group; explain the goals and objectives including estimated numbers to be served.

5. Project Activities and Implementation Plan (175 points). *Maximum of two (2) pages, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page..* 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 project design you propose to implement.

If responder previously chose a Special Focus Area, include a description of how the proposed project:

- a. Is supported by the targeted population(s)
- b. Will use or enhance existing activities and resources or involve innovative approaches to achieving the proposed project's success
- c. Will be coordinated with other community activities or health initiative(s)
- d. Will strengthen community relationships or partnerships with health care entities

(up to an additional 40 points)

For items c. and d. above, responders must identify partners and their individual commitments to the proposed project. The narrative should clearly define and document the partner's role, resources and responsibilities in the project. Document the resources outlined within the narrative in the budget and responsibilities in the work plan that each partner will contribute to the proposed project.

To aid in maximizing their score, applicants should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g. SHIP staff); 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.

If applicant has chosen a Special Focus Area targeted to a specific ethnic/cultural community and the organization is not representative of that community, then a role for a Cultural Consultant from that community must be included in the proposal and funding request. If you need assistance in finding a resource email: nancy.lee@state.mn.us

6. Evaluation Plan (100 points). *Maximum of one (1) page, 12pt Times New Roman font, 1.5 line spacing and 1 inch margins all sides of page.* The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop its own indicators of success and effectiveness of the project and be able to measure and evaluate the proposed activities and outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.

7. Budget Proposal (300 points): This section should specify the grant amount requested and detail all expenses for the proposed project. Using the template describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs with them and which components are essential to delivering quality services. See pages 22-27 of the RFP for line by line instructions on how to complete the budget. Explain the proposed use of the grant funds and matching funds. A twenty-five (25) percent match is required on estimated budgets between \$50,000 and \$150,000. No match is required for budgets less than \$50,000.

Your narrative should provide sufficient detail to justify the total amount budgeted in each category. The project budget must be complete and reasonable, must link to the proposed project activities, and must specify how the amounts for each budget item were determined. Responders are encouraged to apply for only the amount needed for their proposed projects. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness. The purchase of all technology related items (computers, routers, etc.) must be specifically listed and detailed as either a supply or equipment as instructed below.

This [budget proposal template](#)¹⁹ must be used by responders to create their budget proposals.

Instructions for Preparing Budgets

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

http://mnaging.net/Administrator/DementiaGrants/~media/FY19_RFP_Budget_Form%20Locked.aspx

Personnel: Cost of individual staff salaries and wages of applicant organization. Applicants need to provide the first and last name of the persons listed here.

Budget justification: Specify the key staff by their first and last name, their titles, brief summary of project-related duties and their commitments to the project, based on full-time equivalent. Do not group staff together. Enter each individual separately.

Fringe Benefits: Cost of individual staff fringe benefits of applicant organization.

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

Travel: Cost of local and out-of-town travel for personnel of the project.

Budget justification: Reimbursement for project personnel for travel and subsistence expenses is to be made consistent with the current [Commissioner’s Plan](#) as promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner’s Plan states the current reimbursement rates for travel and subsistence expenses in Chapter 15: Expense Reimbursement.

Travel rates must not exceed State of Minnesota rates.

- Lodging: Actual and reasonable costs
- Mileage: Is based on Federal IRS mileage reimbursement rate (53.5 cents per mile in 2018). Mileage allowance may not exceed the State maximum, currently, (Annual rate) 53.5 cents per mile for business miles driven by employees (this excludes volunteers). 17 cents per mile for medical or moving purposes. 14 cents per mile driven in service of charitable organizations. Include the total number of trips, destinations, purpose, length of stay, transportation cost (including mileage rates).
- Meals: In State: Breakfast-\$9.00 before 6 am, Lunch-\$11.00 and Dinner after 7pm -\$16.00.

All out-of-state travel and lodging requires prior State approval if State funds are used. Do not include travel expenses for consultant, sub-contractor or applicant’s clients under travel. Expenses anticipated to be incurred by clients should be listed under other. Specify the total number of trips, destinations, purpose, lengths of stay, subsistence allowances, and transportation costs (including mileage rates).

Supplies: Costs of all tangible expendable personal property (supplies) other than those included in equipment. Supplies include consumable commodities such as paper stock, pencils, print cartridges, photocopying, and USB drives, etc. Include laptops, computers, projector, mobile devices, etc.

Budget justification: Provide general description of types of items included. Explanation should indicate what items are included and how costs are estimated. Unallowable cost: "Printing," is utilizing a professional printing service to make a color or black and white digital printing for high quality brochures and professional looking manuals. Printing is not an allowable line item cost. However, photocopying, a copy made on a copying machine and used in daily office operations is allowable.

Equipment: For all applicants "equipment" is non expendable tangible personal property having a useful life of more than one year and acquisition cost of \$5,000 or more per unit. If the item does not meet the \$5,000 threshold, include it in your budget under supplies.

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

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

Budget justification: For each line item listed under the heading of contracts, indicate the name of the organization, the purpose of the contract, and the dollar amount. If the name of the contractor, scope of work, and costs are not available or have not been negotiated, indicate when this information will be available. If necessary, attach an additional page for hard copy submissions or outline the detail within the "contracts" justification section. For individual consultants, explain the nature of services provided, the relation to activities in the work plan and estimated fees to be paid for services.

Other: Costs not included in the above line items. Such costs, where applicable, may include but are not limited to: insurance, medical and dental costs; equipment rentals/lease; computer use; reasonable accommodations costs such as sign language interpreters, real-time captioning, Braille materials; training and staff development costs (i.e. registration fees). If a cost does not clearly fit under another category conference and training fees, and it qualifies as an allowable cost, then this is where it belongs.

Budget justification: Provide an explanation for items in this category. Staff development / conferences - describe the types of activities for staff development costs for each (e.g. workshops, training, seminars, etc.) Specific costs for overnight travel and lodging should be explained if applicable. Client Transportation: Provide formula (including the number of units e.g., costs per unit, number of recipients, and months of service) for each specific area.

Building space costs and utilities for organizations who request less than \$50,000 may also be listed here. Specify whether the space occupied is rented or owned and whether or not the costs include utilities (specify) and other occupancy related charges. Include the number of square feet and the percentage of time used for grant purposes. For example; 1500 square feet x \$25/ft. x 50%=\$18,750.

Costs related to the management of volunteers such as recruitment, retention and recognition should be entered here. Enter volunteer expenses related to food/beverages, volunteer recognition events, recognition items, and cost of background checks, volunteer insurance and other related volunteer expenses. Unallowable costs include monetary items such as – cash, tokens, giftcards, etc.

Also, include the cost of postage and communications should be entered here. Itemize and estimate anticipated charges for the project. Explain anticipated charges for Internet access, software subscriptions, telephone (including cell phones), costs directly associated with hosting a website, web tech, and fax services including the number of phone lines. Postage may include the cost of mass mailings or miscellaneous project mail. Detail the number of pieces, the postage per item cost and reason. For example; 100 letters x .49 = \$49. Follow up letters to family and friends who are caregiving.

Match

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

Required match for State Dementia Grants with requested funding between \$50,000 and \$150,000 is twenty-five (25) percent of the total budget. Do not submit a budget with an over-match amount. No match is required for budgets less than \$50,000.

The State will fund no more than 75 % of the project's total cost for estimated Total budgets up to \$200,000, which means the applicant must cover at least 25 % of the project's total cost with non-State/Federal resources. In other words, for every three (3) dollars received in State

funding, the applicant must contribute at least one (1) dollar in non-State/Federal resources toward the project’s total cost. The following formula reflects this concept.²⁰

- $$\frac{\text{State Funds Requested} * \text{Match Requirement}}{\text{Inverse Match Percentage}} = \text{Minimum Amount of Match Required}$$

Examples of a 25% match for varying requests of state funds:

1.
$$\frac{\$150,000 \text{ (State Funds Requested)} * 25 \% \text{ (Match Requirement)}}{75 \% \text{ (Inverse Match Percentage)}} = \$50,000$$
2.
$$\frac{\$100,000 \text{ (State Funds Requested)} * 25 \% \text{ (Match Requirement)}}{75 \% \text{ (Inverse Match Percentage)}} = \$33,333$$
3.
$$\frac{\$75,000 \text{ (State Funds Requested)} * 25 \% \text{ (Match Requirement)}}{75 \% \text{ (Inverse Match Percentage)}} = \$25,000$$

The following chart shows the above examples required minimum match amount and the total budget amount a responder would need to demonstrate in their budget proposal.

State Funds Requested	Match Required Using Above Formula	Total Budget for Budget Proposal
\$150,000	\$50,000	\$200,000
\$100,000	\$33,333	\$133,333
\$ \$50,000	\$16,667	\$66,667

Note: No match is required for budgets *less than* \$50,000.

Allowable Match: Cash, loans, donations, local tax revenues, the actual value of dedicated staff/contractor time, volunteer time, the actual value of in-kind donations and other local match including personnel time given to project, consulting fees, use of existing equipment or materials/supplies donated.

Volunteer time is the estimated dollar value if the organization had to hire an individual to complete the task. Selected Responders will be asked to bring documents to verify match at the time of contract negotiations.

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

Unallowable Match: State funds means tested direct services payments (e.g. Alternative Care (AC), Community Alternative Care (CAC), Community Access for Disability Inclusion (CADI),

²⁰ The minimum required match amount is equal to the amount of state funds requested multiplied by the required match percentage divided by the inverse match percentage (or one minus the required match percentage).

Developmentally Disabled (DD), Elderly Waiver (EW), and Brain Injury (BI)) and sliding scale fees or donations made for services provided as a result of this grant do not qualify as match funding.

D. Special Focus (Optional)

The State will review the proposal submission to determine whether or not, in the State's sole discretion with assistance of the evaluation team, the proposal provides examples of how the 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 bonus points to the responder's proposal in accordance with the evaluation process of this RFP. Responders are encouraged to incorporate into their proposal information that is responsive to one or more of the special focus areas below.

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

- Supported by their targeted population;
- Coordinated with other community activities or health initiative;
- Use or enhance existing activities and resources or involve innovative approaches to achieving successful outcomes;
- Strengthen community relationships and partnerships with health care entities;
- Represent a culturally focused organization(s);
- Implement plans to target culturally and racially diverse older adult populations; and/or
- Implement plans to serve older adults in rural areas.

E. Resource Advisors

- The following Resource Advisors are suggested for responders. The [Eldercare Development Partnership \(EDP\)](#) can provide valuable information about service gaps, existing funding streams and current programs as well as suggestions concerning program concepts and Application strategies. EDP is a state-funded program to provide Technical Assistance (TA) to local providers to develop and implement service delivery models in line with the State's long-term services and supports policy directions. EDPs have a specific responsibility to assist and advise interested parties with local and regional Dementia Grants.²¹ They do not assist with writing of grants.
- State Health and Improvement Program (SHIP) staff:
Susan Michels, phone: 651-201-4564, email: susan.michels@state.mn.us
- [State Program Staff](#)²²
- [MBA Cultural Consultants](#) may provide assistance with implementing projects that propose to target cultural or ethnically diverse populations.²³

²¹ <http://mn.gov/dhs/partners-and-providers/contact-us/long-term-services-and-supports/eldercare-contacts/>

²² <http://www.mn.gov/dhs/partners-and-providers/contact-us/long-term-services-and-supports/policy-staff/>

²³ <https://minnesotahelp.net/CulturalConsultants/>

To aid in maximizing the score, applicants should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g. SHIP staff); 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).

IV. RFP Process

A. Responders' Conference

A Responders' Conference will be held via GoToMeeting:

- Friday, April 20, 2018 2:00 PM - 3:30 PM CT
- Join the meeting from your computer, tablet or smartphone.
- [Link to Responder's Conference website²⁴](#)
 - Meeting number (access code): 258 932 242
 - Meeting Password: uVu2HP47

By accessing the GoToMeeting event, you understand that the session may be videotaped with the possibility of your visual and audio likeness being recorded for reproduction and distribution. The link will become active approximately 15 minutes before the broadcast.

The conference will serve as an opportunity for responders to ask specific questions of State staff concerning the project. Participation in the Responders' Conference is not mandatory but is recommended. Oral answers given at the conference will be non-binding.

B. Responders' Questions

Written responses to questions asked at the conference will be made available via the State Dementia Grants FAQ page (coming soon). Additional questions regarding this RFP **must be submitted via email** prior to **4:00 p.m. Central Time on Friday, April 27, 2018**. All questions must be emailed to: nancy.lee@state.mn.us

Nancy E. Lee is the only person authorized to respond to questions about the technical aspects of this RFP. Other personnel are NOT authorized to discuss this RFP with responders before the proposal submission deadline. **Contact regarding this RFP with any State personnel not listed above could result in disqualification.** The State will not be held responsible for oral responses to responders.

²⁴ <https://mndhs.webex.com/mndhs/j.php?MTID=m1e22512d00aabbca4cd54f57f2158b90>

²⁵ http://www.mnaging.net/en/Administrator/DementiaGrants/~media/MnAging_Website_FAQ_2018.ashx

Every attempt will be made to provide answers timely, with the intent that they are available no later than April 30, 2018.

C. Proposal Submission

Official responses to this RFP **must be emailed and received by 4:00 p.m. Central Time on Friday, May 11, 2018.** A single email with two attachments must be sent to:
nancy.lee@state.mn.us

Email subject line must read: FY 2019 MBA Dementia Grant Response <*insert applicant name*>
You will receive an email response acknowledging your submission.

The first attachment should be all documents responsive to or required under section III.B, “Required Statements.” Respondents should print, complete, and scan all “Required Statements” into a single .PDF file and attach to the email submission.

The second attachment should be all documents responsive to or required under sections III.C. Proposal Contents and III.D. Special Focus (Optional). Respondents should complete, print, and scan all documents of their proposal into a single .PDF file and attach it as the second attachment to the email submission. Respondents are encouraged to use the checklist provided at the front of this RFP. Proposals sent by any other means, including postal mail, are not accepted.

The main body of the proposal pages must be numbered and submitted in 12-point, Times New Roman font on 8 ½ X 11 inch paper, 1.5 line spacing, with 1 inch margins. The entire proposal should be no more than 25 pages. Letters of support and annual reports are not necessary.

It is solely the responsibility of each responder to assure that their proposal is submitted and received at the above email address, 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.**

This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the responder.

V. Proposal Evaluation and Selection

A. Overview of Evaluation Format

1. All responsive proposals received by the deadline will be evaluated by the 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 identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

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

B. Evaluation Team

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

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

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

C. Evaluation Phases

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

1. Phase I: Required Statements Review

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

2. Phase II: Evaluation of Technical Requirements of Proposals

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

Component Total	Possible Points	Possible Bonus Points	Total Possible Points with Bonus Points
i. Executive Summary	25		25
ii. Description of the Applicant Agency	100	20	120
iii. Description of Target Population	125	40	165
iv. Project Goals and Outcomes	75		75
v. Project Activities and Implementation Plan	175	40	215
vi. Evaluation Plan	100		100
vii. Budget Proposal	300		300
Total:	900	100	1000

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

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

Component Rating	Point Factor
Excellent	1.0
Very Good	0.875
Good	0.75
Satisfactory	0.5
Poor	0.3
Unacceptable	0.0

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

EXAMPLE: A Budget Proposal worth a maximum of 300 points that receives a “good” rating (0.75) would receive a score of 225 points (300 * 0.75 = 225).

d. Special Focus (Optional). You may choose to add none, one or all of the special focus areas to your proposal in their appropriate component section. The State will review the proposal submission to determine whether or not, in the State’s sole discretion with assistance of the evaluation team, the proposal provides examples of how the respondent meets any or all of the special focus areas in section III.D. The amount of bonus points to be given a proposal is at the sole discretion of the State, depending on how much the State determines the responses provide sufficient examples of how the project meets the special focus areas. The State is under no obligation to give a proposal any bonus points in any situation. The maximum possible bonus points is 100.

e. The State shall divide the state into specific geographic regions defined by the planning and service areas of the [Area Agencies on Aging](#).²⁶ The State in its sole discretion, and with the assistance of the evaluation team, shall ensure at least one acceptable proposal is focused in each geographic region based upon the submitted proposals found to be responsive under Phases I and II.

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

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

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

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

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful responder(s), if any, will be selected within approximately 14 weeks after the proposal submission due date.

D. Contract Negotiations and Unsuccessful Responder Notice

If a responder(s) is selected, the State will notify the successful responder(s) in writing of their selection and the State’s desire to enter into contract negotiations. Until the State successfully

²⁶ <http://www.mnaging.net/en/Administrator/AAA.aspx>

completes negotiations with the selected responder(s), all submitted proposals remain eligible for selection by the State. Once all contract negotiations are completed a public announcement of successful responders will be made.

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

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

VI. Required Contract Terms and Conditions

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

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

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

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

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

F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under

the contract, therefore the responder must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

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

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

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

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

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

G. Insurance Requirements

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

2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies with the contract:

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

\$100,000 – Bodily Injury by Disease per employee

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

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

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

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

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

The following coverages shall be included:

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

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

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

This policy will provide coverage for all claims the responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to responder's professional services required under the grant contract.

Responder is required to carry the following minimum amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

e. Blanket Employee Theft/Employee Dishonesty Insurance.

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

3. Additional Insurance Conditions:

- Responder’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of responder’s performance under this grant contract;
- If responder receives a cancellation notice from an insurance carrier affording coverage herein, responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Responder is responsible for payment of grant contract related insurance premiums and deductibles;
- If responder is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
- Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the responder’s policy limits to satisfy the full policy limits required by the grant contract.

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

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

H. Accessibility Standards

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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

VII. State’s Rights Reserved

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

- A. Reject any and all proposals received in response to this RFP;
- B. Disqualify any responder whose conduct or proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
- D. Select for contract or for negotiations a proposal other than that with the lowest cost or the highest evaluation score;
- E. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the proposal more favorable to the State, and accept such proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the proposal with any responder and negotiate with more than one responder at the same time, including asking for responders’ “Best and Final” offers;
- H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and
- I. Cancel the RFP at any time and for any reason with no cost or penalty to the State.
- J. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of proposals and prior to announcement of the successful responder, all responders will be afforded ample opportunity to revise their proposal to accommodate the RFP amendment and the dates for submission of revised proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.

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

Appendix A: Sample State Grant Contract

Minnesota Board on Aging Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Minnesota Board on Aging _____ (hereinafter STATE) and _____, an independent grantee, not an employee of the State of Minnesota, address _____ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section _____ is empowered to enter into contracts for the following services: _____, and

WHEREAS STATE is in need of the following services: _____, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES. GRANTEE shall:

The Grantee, who is not a state employee, shall comply with required grants management policies and procedures set forth in Minn. Stat. 16B.97

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. GRANTEE will be paid as follows

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE 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.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed _____ dollars (\$_____).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly cost reimbursement based on the previous month's/quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

The STATE shall issue a second cash advance of _____ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the GRANTEE:

(c.) Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____ federal award name and number _____ - _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

3. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the 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 the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on _____, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through _____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Indemnification; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; 14. Publicity; and 20. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. 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. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant 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 grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

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

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such 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 2.2.

7.2. Grantee. The GRANTEE's Authorized Representative is _____ or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the 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 grant contract is _____ or his/her successor.

7.4. Project Manager. The STATE'S project manager for this grant contract is _____ phone number: _____ or his/her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. INDEMNIFICATION.

In the performance of this grant contract by GRANTEE, or GRANTEE'S agents or employees, the 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 the STATE, to the extent caused by GRANTEE'S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) Breach of contract or warranty. The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligation under this grant contract.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

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

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant 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 grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this Contract, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the GRANTEE or the STATE.
- D. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in Minn. Stat. §13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If the 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 the STATE's Authorized Representative as to how the GRANTEE should respond to the request.

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

12. **[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 **X**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

12. **[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 **X**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

13. INTELLECTUAL PROPERTY RIGHTS.

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 the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant 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 the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The 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 grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant 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.

Responsibilities.

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 the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’S ownership interest in the Works and Documents created and paid for under this grant contract. The 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 the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE’S expense, from any action or claim brought against the 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. The GRANTEE will 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 GRANTEE’S or the STATE’S opinion is likely to arise, the GRANTEE must, at the STATE’S discretion, either procure for the 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 the STATE will be in addition to and not exclusive of other remedies provided by law.

13. Intellectual Property Rights.

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 the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Use of Works and Documents. GRANTEE owns any Works or Documents developed by the GRANTEE in the performance of this grant contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State's Authorized Representative.

15. HUMAN RIGHTS COMPLIANCE.

15.1 Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36. If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:

A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ,

advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

C. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

15.2 Equal Pay Certificate.

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

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause

undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

B. Consequences. If GRANTEE fails to obtain an equal pay certificate as required by Minnesota Statutes, section 363A.44 or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this Contract on behalf of the State, and this Contract may be immediately terminated by STATE upon notice that the MDHR has suspended or revoked GRANTEE’S equal pay certificate.

C. Certification. The GRANTEE hereby certifies that it has a current equal pay certificate approved by the MDHR, that it is in compliance with the laws identified in Minnesota Statutes, section 363A.44, and is aware of the consequences for noncompliance.

16. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, 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.

17. 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 the GRANTEE.

18. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

19. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

19. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based.

GRANTEE shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTRARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONSInstructions for Certification

1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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 grant contract.

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

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

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

23. OTHER PROVISIONS.

23.1. 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 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 the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

23.2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may 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, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.

23.3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

23.4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

23.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime GRANTEE's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half 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).

23.6. Contingency Planning. Within 90 days of the execution of this grant 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 grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;

- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

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

By: _____

Date: _____

Grant No: _____

2. GRANTEE

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

By: _____

Title: _____

Date: _____

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) contract

Grantee

State Authorized Representative

Appendix B: Sample University Grant Contract Minnesota Board on Aging Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Minnesota Board on Aging (hereinafter STATE) and The University of Minnesota, acting through its _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter UNIVERSITY), witnesseth that: WHEREAS, the STATE, pursuant to Minnesota Statutes, section _____ is empowered to enter into contracts for the following services: _____, and WHEREAS STATE is in need of the following services: _____, and WHEREAS STATE is permitted to share information with the UNIVERSITY in accordance with Minnesota Statute, section 13.46, and WHEREAS, UNIVERSITY represents that it is duly qualified and willing to perform the services set forth herein, NOW, THEREFORE, it is agreed:

1. UNIVERSITY'S DUTIES. UNIVERSITY shall:

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by UNIVERSITY pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. UNIVERSITY will be paid as follows

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by UNIVERSITY'S performance of this grant contract shall be no greater amount than provided in the University of Minnesota Travel Policy. UNIVERSITY 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. Minnesota will be considered the home state for determining whether travel is out of state.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to UNIVERSITY shall not exceed _____ dollars (\$_____).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly cost reimbursement based on the previous month's/quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

The STATE shall issue a second cash advance of _____ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the UNIVERSITY are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the UNIVERSITY:

(c.) Payments shall be made by the STATE promptly after UNIVERSITY'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____ federal award name and number _____ - _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the UNIVERSITY. In the event of such termination, UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

3. CONDITIONS OF PAYMENT. All services provided by UNIVERSITY pursuant to this grant contract shall be performed to the satisfaction of the 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. UNIVERSITY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The UNIVERSITY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the UNIVERSITY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the UNIVERSITY to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on _____, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes,

section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through _____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. UNIVERSITY understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and UNIVERSITY is notified to begin work by the STATE's Authorized Representative. The UNIVERSITY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 13. Intellectual Property Rights; 14. Information Privacy and Security; 20. Jurisdiction and Venue and 23. Publicity and Endorsement.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the UNIVERSITY has breached a material term of the grant contract, or when UNIVERSITY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the UNIVERSITY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the UNIVERSITY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the UNIVERSITY notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant 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 grant contract and STATE may cancel the grant contract immediately thereafter. If UNIVERSITY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

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

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such 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 2.2.

7.2. UNIVERSITY. The UNIVERSITY's Authorized Representative is _____ or his/her successor. If the UNIVERSITY's Authorized Representative changes at any time during this grant contract, the UNIVERSITY must immediately notify the 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 grant contract is _____ or his/her successor.

7.4. Project Manager. The STATE'S project manager for this grant contract is _____ phone number: _____ or his/her successor.

8. ASSIGNMENT. UNIVERSITY shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. 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.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the UNIVERSITY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. 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 14. Information Privacy and Security of this grant contract.

13. INTELLECTUAL PROPERTY.

13.1. Intellectual Property Rights. The UNIVERSITY shall own 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. WORKS shall mean all inventions, improvements or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks, conceived, reduced to practices, created or originated by the UNIVERSITY, its employees, and subcontractors, either individually or jointly with others, in the performance of the grant contract. WORKS shall include the DOCUMENTS. The DOCUMENTS are the originals of any databases, computer programs, reports, notes, or other materials and documents, whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, or subcontractors, in the performance of this grant contract. The DOCUMENTS shall be the exclusive property of the UNIVERSITY. The STATE agrees to, and hereby does, assign all rights, title, and interest it may have in the WORKS and the DOCUMENTS to the UNIVERSITY. The STATE shall, at the request of the UNIVERSITY, execute all papers and perform all other acts necessary to transfer or record the UNIVERSITY's ownership interest in the WORKS and the DOCUMENTS.

13.2. Obligations. The UNIVERSITY represents and warrants to the STATE 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 part of the WORKS or DOCUMENTS infringe upon 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 or STATE's opinion is likely to arise, the UNIVERSITY shall, at the STATE's discretion, either attempt to procure for the STATE on commercially reasonable terms 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 the STATE shall be in addition to and shall not be exclusive to other remedies provided by law. Nothing in Clause 13.2 shall constitute or be construed to constitute a waiver by either the STATE or the UNIVERSITY of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. UNIVERSITY may assert the immunities of the STATE in connection with UNIVERSITY's defense of any infringement claim brought against the STATE. The STATE shall reasonably cooperate with the UNIVERSITY in connection with the UNIVERSITY's defense of any claim or suit, and the

STATE shall discontinue use of any allegedly infringing WORKS or DOCUMENTS at UNIVERSITY's reasonable request.

13.3. License to STATE. Subject to the terms and conditions of this grant contract, the UNIVERSITY hereby grants to the STATE a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the WORKS and DOCUMENTS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The UNIVERSITY shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the WORKS and DOCUMENTS by the STATE. At the request of the STATE, the UNIVERSITY shall permit the STATE to inspect the original DOCUMENTS and provide a copy of any of the DOCUMENTS to the STATE, without cost, for use by the STATE in any manner the STATE, in its sole discretion, deems appropriate.

13.4. Survivability. The rights and duties of the STATE and the UNIVERSITY, provided for above, shall survive the expiration or cancellation of this grant contract.

14. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to UNIVERSITY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that UNIVERSITY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, UNIVERSITY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant 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 grant contract. If UNIVERSITY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, UNIVERSITY will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as UNIVERSITY under this Contract, UNIVERSITY must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. UNIVERSITY will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used,

maintained or disseminated by UNIVERSITY in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the UNIVERSITY or the STATE.

- D. In its capacity as UNIVERSITY under this contract, UNIVERSITY is being made an agent of the “welfare system” as defined in Minn. Stat. §13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by UNIVERSITY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If the 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 the STATE’s Authorized Representative as to how the UNIVERSITY should respond to the request.
- F. Under this Contract, UNIVERSITY performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this Contract.
- G. UNIVERSITY’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- H. UNIVERSITY must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by UNIVERSITY in performing its duties under this Contract.

14. [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 X, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

14. **[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 X, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

15. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action requirements for UNIVERSITYs with more than 40 full-time employees and a contract in excess of \$100,000. If UNIVERSITY has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date UNIVERSITY submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36. If UNIVERSITY has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then UNIVERSITY must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all UNIVERSITYs:

15.1. The UNIVERSITY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. UNIVERSITY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

15.2. The UNIVERSITY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The UNIVERSITY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

15.3. UNIVERSITY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The UNIVERSITY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such

notices will state the rights of applicants and employees, and UNIVERSITY's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The UNIVERSITY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the UNIVERSITY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of UNIVERSITY's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

The UNIVERSITY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the UNIVERSITY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

16. WORKERS' COMPENSATION. The UNIVERSITY certifies that it is in compliance with Minnesota Statute, 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.

17. 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 the UNIVERSITY.

18. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one UNIVERSITY to another.

18. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the

project or program for which the equipment was acquired is transferred from one grantee to another.

19. FEDERAL AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT

INFORMATION. UNIVERSITY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

UNIVERSITY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. UNIVERSITY'S certification is a material representation upon which the grant contract award was based. UNIVERSITY shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore UNIVERSITY certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. UNIVERSITY'S certification is a material representation upon which the grant contract award was based.

19. FEDERAL AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND UNIVERSITY DEBARMENT INFORMATION. UNIVERSITY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

UNIVERSITY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. UNIVERSITY'S certification is a material representation upon which the grant contract award was based. UNIVERSITY shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the UNIVERSITY must certify the following, as required by the regulations implementing Executive Order 12549. UNIVERSITY'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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 grant contract.

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

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

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

23. PUBLICITY AND ENDORSEMENT.

23.1. Publicity. Any publicity given to the program, publications, or services provided resulting from this grant contract, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the UNIVERSITY or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency and shall not be released without the written approval of the STATE's authorized representative.

Publication of methods and results derived from this project in theses, academic or professional journals or their presentation at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgment of STATE support and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project.

23.2. Endorsement. The UNIVERSITY must not claim that the STATE endorses its products or services.

24. OTHER PROVISIONS.

24.1. UNIVERSITY agrees that no religious based counseling shall take place under the auspices of this grant contract.

24.2. If the UNIVERSITY has an independent audit, a copy of the audit shall be submitted to the STATE.

24.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime UNIVERSITY must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime UNIVERSITY's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half 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).

24.4. Contingency Planning. Within 90 days of the execution of this grant contract, UNIVERSITY and any subcontractor will have a contingency plan. The contingency plan shall:

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

(g) be available for inspection upon request.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

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

By: _____

Date: _____

Grant No: _____

2. UNIVERSITY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the UNIVERSITY.

By: _____

Title: _____

Date: _____

I certify that the signatories for the UNIVERSITY have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the UNIVERSITY to the terms of this grant contract.

(Attorney for UNIVERSITY)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) contract

UNIVERSITY

State Authorized Representative

Appendix C: Sample County Grant Contract

Minnesota Board on Aging County Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Minnesota Board on Aging (hereinafter STATE) and the county of _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section _____ is empowered to enter into contracts for the following services: _____, and

WHEREAS STATE is in need of the following services: _____, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES. GRANTEE shall:

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. GRANTEE will be paid as follows

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by

GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current

Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE 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.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed _____ dollars (\$_____).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly cost reimbursement based on the previous month's/quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

The STATE shall issue a second cash advance of _____ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the GRANTEE:

(c.) Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____ federal award name and number _____ - _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

3. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the 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. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on _____, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through _____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized Representative. The GRANTEE

shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. 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. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the GRANTEE.

The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant 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 grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

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

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such 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 2.2.

7.2. Grantee. The GRANTEE's Authorized Representative is _____ or his/her successor. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is _____ phone number: _____ or his/her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY

For purposes of executing its responsibilities and to the extent set forth in this grant contract, the GRANTEE will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In carrying out its duties, GRANTEE will be handling protected health information and other private information concerning individual STATE clients. As such, GRANTEE agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Because GRANTEE is handling protected health information and providing health care services to clients on behalf of STATE, GRANTEE must comply with the terms of the Information Privacy Agreement signed by its County Administrator, which is on file in the STATE Privacy Official's

Office located at STATE's Central Office, 540 Cedar Street, St. Paul, MN 55164-0998 and is incorporated herein by reference.

13. Intellectual Property Rights.

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 the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant 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 the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The 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 grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant 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.

Responsibilities.

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 the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The 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 the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the 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. The

GRANTEE will 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 GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the 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 the STATE will be in addition to and not exclusive of other remedies provided by law.

13. Intellectual Property Rights.

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 the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Use of Works and Documents. GRANTEE owns any Works or Documents developed by the GRANTEE in the performance of this grant contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

AFFIRMATIVE ACTION and NON-DISCRIMINATION (For requests in excess of \$100,000)

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

13.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

13.2. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take

affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Minnesota Rules, part 5000.3550

13.3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes (For requests in excess of \$100,000)

. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

14. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, 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.

15. 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 the GRANTEE.

16. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal

Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

17. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply

with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All subrecipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based.

GRANTEE shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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 grant contract.

19. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings

arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

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

22. OTHER PROVISIONS.

22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

22.3. **Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

22.4. **Contingency Planning.** Within 90 days of the execution of this grant 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 grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;

- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

State Authorized Representative

APPROVED:

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

By: _____
Date: _____
Grant No: _____

GRANTEE
Signatory is authorized by applicable articles, bylaws, resolutions, or ordinances to sign on behalf of the Grantee.

By: _____
Title: _____
Date: _____

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract. (Attorney for Grantee)

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By (with delegated authority): _____
Title: _____
Date: _____

Distribution:
Agency - Original (fully executed) contract
Grantee

Appendix D: Sample Tribal Nations Grant Contract

Minnesota Board on Aging Tribal Nation Grant Contract

RECITALS

WHEREAS State of Minnesota desires to purchase certain services in connection with _____, and

WHEREAS, The State of Minnesota and the _____ Tribal Nation have a shared interest in the delivery of _____ services on the _____ Tribal Nation; and

WHEREAS, the State of Minnesota, Minnesota Board on Aging, is authorized to enter into grant contracts pursuant to Minnesota Statutes, section _____; and

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition of a contract with the State or an agency of the State; and

WHEREAS STATE is permitted to share information with the Tribal Nation in accordance with Minnesota Statute, section 13.46, and

WHEREAS, the _____ Tribal Nation represents that it is duly qualified and willing to perform the services set forth herein;

NOW THEREFORE, this grant, which shall be interpreted pursuant to the laws of the State of Minnesota, is entered into by the State of Minnesota, acting through its _____ Division, (hereinafter STATE) and _____ address _____, an independent contractor, and not an employee of the State of Minnesota (hereinafter TRIBAL NATION).

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Minnesota Board on Aging (hereinafter STATE) and _____, an independent grantee, not an employee of the State of Minnesota, address _____ (hereinafter TRIBAL NATION), witnesseth that:

NOW, THEREFORE, it is agreed:

1. TRIBAL NATION'S DUTIES. TRIBAL NATION shall:

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by TRIBAL NATION pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. TRIBAL NATION will be paid as follows

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. 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.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed _____ dollars (\$_____).

(d.) (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly cost reimbursement based on the previous month's/quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

The STATE shall issue a second cash advance of _____ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the TRIBAL NATION are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the TRIBAL NATION:

(c.) Payments shall be made by the STATE promptly after TRIBAL NATION'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 8. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. _____ federal award name and number _____ - _____. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the 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.

3. CONDITIONS OF PAYMENT. All services provided by TRIBAL NATION pursuant to this grant contract shall be performed to the satisfaction of the 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. TRIBAL NATION shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The TRIBAL NATION must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant or future grants the following:

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

4.2. Any amounts paid by the TRIBAL NATION to a subcontractor not authorized in writing by the STATE.

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

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

4.5. Any amount identified as a financial audit exception.

5. TERMS OF CONTRACT. This grant shall be effective on _____, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through _____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. TRIBAL NATION understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and TRIBAL NATION is notified to begin work by the STATE's Authorized Representative. The TRIBAL NATION shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 12. State Audits; 15. Information Privacy and Security; 16. Ownership of Materials and Intellectual Property Rights.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or TRIBAL NATION at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the TRIBAL NATION has breached a material term of the grant contract, or when TRIBAL NATION'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the TRIBAL NATION. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the TRIBAL NATION notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

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

7. 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 provisions of clause 6. Cancellation.

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

8.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such 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 2.2.

8.2. TRIBAL NATION. The TRIBAL NATION's Authorized Representative is _____ or his/her successor. If the TRIBAL NATION's Authorized Representative changes at any time during this grant contract, the TRIBAL NATION must immediately notify the STATE.

8.3. Information Privacy and Security. (If applicable) TRIBAL NATION's responsible authority for the purposes of complying with data privacy and security for this grant contract is _____ or his/her successor.

8.4. Project Manager. The STATE'S project manager for this grant contract is _____ phone number: _____ or his/her successor.

9. ASSIGNMENT. TRIBAL NATION shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

10. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

11. SUBCONTRACTS.

11.1. Subcontracts. No rights or obligation of the TRIBAL NATION under this contract shall be subcontracted by the TRIBAL NATION without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The TRIBAL NATION shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

11.2 Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime contractor's receipt of payment from the STATE for undisputed services provided by subcontractor(s) and must pay interest at the rate of one and

one-half 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).

12. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

13. FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION. TRIBAL NATION certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS TRIBAL NATION certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based. TRIBAL NATION shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore TRIBAL NATION certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based.

13. FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION. TRIBAL NATION certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter

II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

TRIBAL NATION certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based. TRIBAL NATION shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the TRIBAL NATION must certify the following, as required by the regulations implementing Executive Order 12549. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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 grant contract.

14. INDEMNIFICATION AND INSURANCE.

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

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

14.2. Insurance. The 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 the TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by the TRIBAL NATION under the grant contract. Upon execution of this grant contract, the TRIBAL NATION shall furnish the STATE with a certificate of commercial liability insurance.

15. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to TRIBAL NATION under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant 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 grant contract. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, TRIBAL NATION will be responsible for its own compliance.

- C. Notwithstanding paragraph A and B, in its capacity as TRIBAL NATION under this Contract, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the TRIBAL NATION or the STATE.
- D. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in Minn. Stat. §13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If the 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 the STATE’s Authorized Representative as to how the TRIBAL NATION should respond to the request.
- F. Under this Contract, TRIBAL NATION performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this Contract.
- G. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- H. TRIBAL NATION must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this Contract.

15. [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 X.

15. [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 X.

16. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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 the 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.

17. WORKERS' COMPENSATION. The TRIBAL NATION agrees to provide acceptable evidence of workers' compensation insurance coverage.

18. NON-DISCRIMINATION. The TRIBAL NATION shall comply with the Indian Civil Rights Act of 1968. The TRIBAL NATION also agrees to comply with the Indian Self-Determination and Education Assistance Act, which provides for preferential employment and training of Indians in programs serving Indians.

19. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one TRIBAL NATION to another.

19. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-

STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one TRIBAL NATION to another.

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

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

22. OTHER PROVISIONS.

22.1. The TRIBAL NATION will voluntarily provide voter registration services for its employees and for the public served by the TRIBAL NATION.

22.2. Contingency Planning. Within 90 days of the execution of this grant 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 grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

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

By: _____

Date: _____

Grant No: _____

2. TRIBAL NATION

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the TRIBAL NATION.

By: _____

Title: _____

Date: _____

I certify that the signatories for the TRIBAL NATION have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Tribal Nation to the terms of this grant contract.

(Attorney for Tribal Nation)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) contract

Tribal Nation

State Authorized Representative