

## Minnesota Department of Human Services Aging and Adult Services Division

# Request for Proposals for a Grantee to Improve Quality of Services for People Receiving Customized Living Services Through Brain Injury, Community Alternatives for Disability Inclusion and Elderly Waivers.

**Date of Publication:** Monday, February 23, 2026

### **Minnesota's Commitment to Diversity and Inclusion:**

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

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

### **Americans with Disabilities Act (ADA) Statement:**

This information is available in accessible formats for people with disabilities by calling 651-431-4945 or by using your preferred relay service. For other information on disability rights and protections, contact DHS's Americans with Disabilities Act (ADA) office at 651-431-4945.

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# Introduction

## 1.1 Objective of RFP

The Minnesota Department of Human Services (DHS), through its Aging and Adult Services Division (STATE), is seeking Proposals from qualified Responders to improve overall quality of services for persons receiving customized living services. Under [Minnesota Statutes, section 256.479\(b\)](#), at a minimum, to be eligible for a Customized Living Quality Improvement Grant, at least seventy-five (75) percent of the clients served by Responders must be waiver participants. For providers of customized living services under the Brain Injury or Community Access for Disability Inclusion, the waiver participants must reside at multiple locations each with six or more residents. STATE must give greater preference to Responders serving a higher percentage of waiver participants. Qualified responders must have provided customized living services to Brain Injury (BI), Community Alternatives for Disability Inclusion (CADI) or Elderly Waiver (EW) program participants within the past two calendar years (example between January 1, 2024 and February 23, 2026). The term of any resulting contract is anticipated to be for two years, from July 1, 2026 until June 30, 2028.

## 1.2 Proposal due date

**Proposals must be submitted on Friday, April 17, 2026 by 4:00 p.m. Central Time.** This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

## 1.3 Background

The 2019 Minnesota Legislature established a Customized Living Quality Improvement (CLQI) grant program for providers of publicly funded customized living services, which was further modified by the legislature in 2020 and 2021 (Minnesota Statutes, section 256.479). The CLQI grant program supports provider-initiated projects to improve quality of services for people who are receiving customized living services.

The CLQI grant program will consider the following policy objectives:

- Provide more efficient, higher quality services
- Encourage home and community-based services providers to innovate
- Equip home and community-based services providers with organizational tools and expertise to improve their quality
- Incentivize home and community-based services providers to invest in better services
- Disseminate successful performance improvement strategies statewide.

In July 2019, STATE Aging and Adult Services Division (AASD) released a [report](#)<sup>1</sup> of a national review of quality measurement in assisted living produced under contract with the University of Minnesota. This report is part of AASD’s effort to develop the [Assisted Living Report Card](#). The report identified nine (9) domains of quality (examples: aspects of assisted living that have an impact on quality). Table 1 provides a list of the nine (9) domains and descriptors of each domain. While responders are not required to use the Assisted Living Report Card measures to evaluate their projects, Responders should work from these domains of quality when writing their grant proposal. To review the complete report on assisted living quality measure visit the [Assisted Living Report Card page](#) on the DHS website.

**Table 1: Quality domains and indicators**

Quality Domain	Indicators
<b>Resident quality of life</b>	<ul style="list-style-type: none"> <li>● Choice</li> <li>● Connectedness</li> <li>● Meaningful life/activities/engagement</li> <li>● Social relationship</li> <li>● Social activities</li> <li>● Physical activity</li> </ul>
<b>Resident and family satisfaction</b>	<ul style="list-style-type: none"> <li>● Personal care needs met</li> <li>● Respect from staff</li> <li>● Meal choice satisfaction</li> <li>● Quality of staff care</li> </ul>
<b>Safety</b>	<ul style="list-style-type: none"> <li>● Resident empowerment opportunities/perceived safety</li> <li>● Accountability and continuous quality improvement</li> <li>● Policies around resident safety</li> <li>● Elder abuse</li> </ul>
<b>Resident health outcomes</b>	<ul style="list-style-type: none"> <li>● Physical function</li> <li>● Psychosocial well-being</li> <li>● Adverse/avoidable critical incidents</li> <li>● Medication errors</li> <li>● Nursing home admissions</li> <li>● Mental health/Behavioral health</li> </ul>
<b>Staff</b>	<ul style="list-style-type: none"> <li>● Staff empowerment</li> <li>● Collaboration among staff</li> <li>● Communication (among providers/direct care workers)</li> <li>● Supports (institutional, supervisor, emotional, coworker)</li> <li>● Job satisfaction</li> <li>● Resident-centered job satisfaction</li> <li>● Consistent assignment</li> <li>● Employee qualifications</li> </ul>

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<sup>1</sup> Tetyana P. Shippee et al., *Literature Review and Environmental Scan: Identifying Quality Measures in Assisted Living*, (2019).

Quality Domain	Indicators
<b>Physical and social environment</b>	<ul style="list-style-type: none"> <li>• Safety/Security</li> <li>• Dining room environment</li> <li>• Social climate</li> <li>• Ability to get outside</li> </ul>
<b>Service availability</b>	<ul style="list-style-type: none"> <li>• Meal service</li> <li>• Medication assistance/management/quality</li> <li>• Wellness</li> <li>• Nutrition services</li> <li>• Personal and emotional care</li> <li>• Transportation</li> </ul>
<b>Core values and philosophy</b>	<ul style="list-style-type: none"> <li>• Rules/Resident Rights</li> <li>• Family and resident councils</li> <li>• Workplace practices</li> <li>• Scope of services</li> </ul>
<b>Care services and integration</b>	<ul style="list-style-type: none"> <li>• Information transmission</li> <li>• Care quality</li> <li>• Collaboration among providers, including waiver case management</li> <li>• Communication with family</li> <li>• Service plan</li> </ul>

Information about the past rounds of the Customized Living Quality Improvement Grant awards and projects can be found on the [Customized Living Quality Improvement grant program website](#).

**1.4 Funding Availability**

One million dollars (\$1,000,000) will be available to successful Responders beginning in State Fiscal Year (SFY) 2027 and continuing through June 30, 2028. SFY 2027 is July 1, 2026, through June 30, 2027. One-time grants will be available ranging from twenty-five thousand dollars (\$25,000) to two hundred and fifty thousand dollars (\$250,000). In-kind, matching funds are optional but not required for this grant.

Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. If selected, Responders may only incur eligible expenditures when the contract is fully executed and the grant has reached its effective date.

**Scope of Work**

**2.1 Overview**

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

The goal of this RFP is to support existing and new quality improvement efforts in the delivery of publicly funded customized living services. The legislation directs STATE to solicit proposals that meet the STATE's policy objectives listed in the above Section 1.3 "Background."

The target areas for quality improvement and grant funding in SFY 2027-2028 are based on research the STATE conducted in partnership with the University of Minnesota in 2019. The STATE is seeking proposals for quality improvement projects related to the quality domains and indicators in Table 1 above. The quality domains in Table 1 are aspects of quality in assisted living identified through the [study](#)<sup>2</sup>. While Responders are not required to use the Assisted Living Report Card measures to evaluate their projects, Responders should use this table to guide their work to develop or implement project improvements to enhance any of these quality domains and indicators.

Quality improvement projects may include, but are not limited to, the types of projects outlined below:

### **Program development**

Grant funds may be used to develop a new service or improve an existing service aimed at improving quality in one or more of the domains in Table 1 above. Program development projects may include, but are not limited to:

- staff hiring, training and support
- enhanced meal programs
- social engagement and community integration activities
- mental health and dementia care

### **Capital improvement and renovations**

Grant funds may be used for capital improvement and renovations aimed at improving quality in one or more of the domains in Table 1 above. Capital improvement and renovations include:

- new construction
- renovation
- retrofitting
- facility modification-

If proposing a capital improvement or renovation project, the following additional information will be requested as part of the agency's proposal:

- Development Cost Worksheet (appendix E, provided on the grant application website)
- One page summary of bid information or cost estimate (including source)

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<sup>2</sup> Tetyana P. Shippee et al., *Literature Review and Environmental Scan: Identifying Quality Measures in Assisted Living*, (2019).

- 8 ½" X 11" reduced scale layout drawing (show basic site elements of existing structures and any new construction)

For selected Responders licensed to provide assisted living, the following conditions must be satisfied prior to execution of contract with STATE to carry out capital improvement and renovations:

- **Proof of Engagement with Minnesota Department of Health (MDH) Engineering:** The responder licensed to provide assisted living must provide written evidence that submission for approval of the capital improvement or renovation project has been initiated with MDH Engineering, including any available status updates regarding such engagement.

### Quality measurement and analysis

Grant funds may be used to develop and implement new quality measurements and analysis tools to support the agency's continuous quality improvement in one or more of the domains in Table 1 above. Quality measurement and analysis projects may include, but are not limited to:

- technology upgrades
- staff training and support
- program evaluation and consultation services-

### 2.2 Tasks and Deliverables

The following lists contain tasks and deliverables that will be required in grant contracts resulting from this RFP. These lists are not necessarily comprehensive and other tasks and deliverables may be added during contract negotiations.

#### Tasks

- Develop and implement quality improvement initiatives
- Evaluate outcomes of quality improvement initiatives and provide evaluation data to the STATE
- Provide status reports as designated by the STATE
- Share lessons learned, best practices, and challenges with other selected providers
- Submit data as needed to help the STATE better understand the financial implications of a specified strategy
- Meet timelines specified in the Proposal
- Provide a final project summary in a format determined by the STATE
- Comply with all applicable federal, state, and local laws

#### Deliverables

- Provide evaluation outcomes to serve as evidence of quality improvement as a result of project activities. Quality improvement may be defined as improvement in any of the areas outlined in Table 1: Quality domains and indicators, in Section 1.3 Background, of this RFP. We recommend using established public measures conducted by the STATE, such as the measures found on the Assisted Living Report Card, or using standardized measures developed by an organization with

expertise in quality measurement and quality improvement. Outcome measures and evaluation methods must be approved by grant program staff before project work begins.

### 2.3 Collaboration

Multi-organization collaboration is not allowed.

## Proposal Requirements

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

Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section 2, "Scope of Work," agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Forms sections. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Section 3.3 b. "Exception to Terms and Conditions Form-Grant RFP."

### 3.1 Proposal Contents

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

Proposal Components	RFP Section
1. Eligible Grantee Statement (Appendix A)	3.2(1)
2. Description of the Applicant Organization	3.2(2)
3. Problem Statement and Project Description	3.2(3)
4. Quality Improvement Goals	3.2(4)
5. Project Activities and Work Plan (Appendix B)	3.2(5)
6. Evaluation Plan (Appendix C)	3.2(6)
7. Budget Proposal (Appendix D)	3.2(7)
8. Professional Responsibility and Data Privacy	3.2(8)
9. Required Statements and Forms (Pass/Fail)	3.4

### 3.2 Detail of Proposal Components

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

- 1. Eligible Grantee Statement (Appendix A) (20 points):** Report the number of waiver (BI, CADI, EW) participants served in the setting(s) and the proportion of waiver participants as a percentage of the overall census. **Only include settings where grant activities will take place.** Responders should complete and upload the Appendix A, provided in the [grant application website](#), to provide the information required for this component.

Under [Minnesota Statutes, section 256.479 \(b\)](#), at a minimum, to be eligible for a CLQI Grant, at least seventy-five (75) percent of the clients served by Responders must be waiver participants.

For providers of customized living services under the BI or CADI waivers, the waiver participants must reside at multiple locations each with six (6) or more residents. STATE must give greater preference to Responders serving a higher percentage of waiver participants.

To be eligible for this grant, the completed Eligible Grantee Statement must demonstrate that the setting(s) meets the following requirements. Applicants who do not meet these requirements will be automatically disqualified:

- The Responder must be an enrolled provider with DHS to provide customized living services under BI, CADI or EW.
- At least 75 percent of the residents served by the provider must be waiver participants.
- For providers of customized living services under the BI or CADI waivers, the waiver participants must reside at multiple locations each with six or more residents.

Applicants must meet the requirements above to be considered for this grant. Eligible applicants will be awarded points in this section according to the formula below:

- 75-79.9% waiver participants = 0 points
- 80-84.9% waiver participants = 5 points
- 85-89.9% waiver participants = 10 points
- 90-94.9% waiver participants = 15 points
- 95-100% waiver participants = 20 points

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. Minnesota Department of Administration's Office of Grants Management [Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. This grant will serve diverse populations listed in [Policy 08-02](#). Selected grantees will measure performance in serving diverse populations as required per their work plan objectives. Please identify populations in the program that serves on the 'diversity' tab on the Eligible Grantee Statement.

The Minnesota DHS Aging and Adult Services Division encourages Tribal Nations to respond, to the extent they meet the legislatively defined eligibility for this grant, to provide their governments with the resources to better serve their federally recognized membership.

**2. Description of Applicant Organization (information only):** Provide a brief overview of the facility or organization. Include the following:

- Name of applicant organization and project title
- A brief history of the organization
- Organization's license type(s) (example- assisted living, assisted living with dementia care, customized living exempt from assisted living licensure, etc.)
- The current programs and activities of the organization
- Organization's accomplishments and challenges
- Resident, staff, and leadership demographics

- List any relevant grants the applicant has been awarded in the past five years. Include the total award amount, granting organization, award timeline, and outcome of grant activities.
- Any other information about the organization that is relevant to the proposed grant project

The information applicants provide in this section is for informational purposes only.

**3. Problem Statement and Description of Proposed Project (25 points):** Provide a detailed description of the problem you want to solve or improve and the proposed grant project to address this problem. Your description should include the following:

- Examine the customized living provider’s performance using quality data available to the organization. Identify the areas of quality where the customized living provider needs to improve.
- Provide baseline data to demonstrate the scale of the problem.
- Summarize the causes of the problem and the evidence that supports the conclusion.
- What strategies will be used to address the problem? How are these strategies innovative?
- What evidence suggests the proposed strategies will work to address the problem? Cite resident and staff feedback the agency has received and evidence-based practice and publications. Provide websites for sources where applicable.

\*Note: Completing a root cause analysis (RCA) with the organization’s team before submitting the application may help the process to determine the causes of the problem. Extra points will not be automatically awarded for completing an RCA. The MDH’s [Root Cause Analysis Toolkit](#) provides a list of RCA trainings and resources if needed.

Applicants will get more points in this section to provide compelling evidence of a problem the organization is facing and its causes.

Applicants will get more points in this section for providing compelling evidence that the proposed project will address the identified problem and improve the identified quality domains and indicators.

Applicants will get more points in this section for selecting quality domains from the list in Table 1 of this RFP.

Applicants will get more points in this section for strategies that are innovative and go above and beyond meeting the requirements for Assisted Living Licensure or Customized Living standards.

We encourage applicants to plan for how the improvement will be sustained after grant funding ends. Applicants will get more points in this section for proposing to implement a quality improvement strategy that is new to their agency as opposed to maintaining an ongoing strategy.

**4. Quality Improvement Goals (15 points):** Describe the organization’s quality improvement goal(s) for this project.

- Review the list of quality domains in Table 1 of this RFP. Identify which of these domains are expected that will improve once the problem identified in your Problem Statement and Description of Proposed Project has been addressed. These will be used as the “quality domain(s)” for the Evaluation Plan.
- What outcome measures will be used to measure improvement in the chosen domain(s)? Describe how these outcomes measures have been validated. Provide links to cite sources, if applicable.
- How much improvement is aimed to achieve in these outcome measures and in what timeframe? Please provide specific targets. These will be used as the “target outcome(s)” for the Evaluation Plan.
- Discuss why these targets are achievable.

Example response to this section: “We expect the resident and family satisfaction domain to improve as a result of this project. We will use the resident quality of life – people who work here score from the state’s assisted living resident quality of life surveys as our outcome measure for this domain. This measure was validated by the University of Minnesota under contract with DHS ([Shipee et al, 2023](#)). We aim to improve our 2026 resident quality of life average score on the report card by at least 3 points for our 2028 score. We observed a 3 point increase from our 2023 to 2025 average family satisfaction scores on the report card after implementing a similar effort to improve family satisfaction in our assisted living community. This is why we believe a three (3) point increase in our resident quality of life – people who work here score is achievable by 2028.”

Applicants will get more points in this section to demonstrate the validity of the chosen measures. We recommend using established public measures conducted by the STATE, such as the measures found on the Assisted Living Report Card, or using standardized measures developed by an organization with expertise in quality measurement and quality improvement. Applicants will get more points on this section for providing specific quality improvement targets and timelines and for providing compelling evidence for why these targets are achievable.

\*Note: For future rounds of this grant, we may award fewer points to returning grantees who did not meet their quality improvement goal from the prior round.

**5. Project Activities and Work Plan (Appendix B) (10 points):** Describe the plan to effectively implement the proposed project discussed in the Problem Statement and Description of Proposed Project.

Responders should complete and upload the Appendix B, provided in the [grant application website](#) and herein, to provide a detailed workplan. The information provided in this worksheet should cover:

- the steps involved in implementing the project,
- person(s) responsible for each step,
- and a timeline for when each step will take place.

**In addition to submitting the completed workplan worksheet, please provide a written statement** that establishes the organization's ability to effectively implement the proposed project. This statement should include:

- Discuss how agency staff and leadership are reflective of the community, culturally competent, and responsive to the population(s) being served by this grant project.
- Clearly identify a designated project manager and summarize their skill and experience in planning and providing the proposed services.
- Summarize the qualifications (example- skills and experience) of each person responsible for a step in the workplan.
- Briefly describe similar projects the facility/organization has implemented in the past five (5) years and the outcomes of these projects.

Applicants will get more points in this section for demonstrating their ability to plan project tasks and for establishing their qualifications to be able to carry out the proposed project successfully.

- 6. Evaluation Plan (Appendix C) (10 points):** The STATE is committed to funding plans that produce measurable quality improvement for the people of Minnesota. Describe the plan to effectively measure progress toward the quality improvement goals discussed in the Quality Improvement Goals.

Responders should complete and upload the Appendix C, provided in the [grant application website](#) and herein, to provide a detailed evaluation plan. The information provided in this worksheet should cover:

- **Quality Domain:** List the quality domain(s) from Table 1 above expected to improve as a result of this project, discussed in the Quality Improvement Goals.
- **Baseline Metric:** Identify the current outcome(s) that will be used to compare the target outcome(s) against.
- **Target Outcome:** List the target(s) discussed in the Quality Improvement Goals.
- **Evaluation Methods:** Describe: (1) how each target will be measured; and (2) who will collect and analyze the data.
- **Timeline:** Outline when the data will be collected and analyzed.

Applicants will get more points in this section for identifying qualified personnel to administer the measures and analyze the data. We recommend using established public measures conducted by the STATE, such as the measures found on the Assisted Living Report Card, or using standardized measures developed by an organization with expertise in quality measurement and quality improvement.

If agency staff will be responsible for collecting and analyzing data for these outcomes, **please provide a statement describing their qualifications for conducting data collection and analysis.**

\*Note: If you intend to contract with an outside evaluator for this project, we recommend including the cost of this contracted service in the project budget and total requested amount.

**7. Budget Proposal (Appendix D) (10 points):** Responders should complete and upload Appendix D, provided in the [grant application website](#), to provide the projected budget for the proposed project. Information provided in the worksheet should include the following:

- Each portion of the proposed project to be carried out from July 1, 2026 – June 30, 2028
- How much is each portion projected to cost using whole dollars only
- A detailed budget justification for each portion
- In-kind, matching funds are optional but not required for this grant. If the agency plans to use in-kind, matching funds in addition to state grant funds to support this project, identify the source and amount of costs and/or the value of third-party, in-kind contributions in the application budget.
- **If the proposed project involves capital improvement and renovation, we recommend setting aside 10% of budgeted costs for unforeseen expenses.** The proposal will not lose points if this is not included in the budget proposal. Capital improvement and renovation includes:
  - new construction
  - renovation
  - retrofitting
  - facility modification
- For capital improvement and renovation only: If proposing a capital improvement or renovation project, the following additional information will be requested as part of your agency's application.
  - Development Cost Worksheet (Appendix E, provided in the [grant application website](#))– factor in prevailing wage rules if needed.
  - One page summary of bid information or cost estimate (including source)
  - 8 ½" X 11" reduced scale layout drawing (show basic site elements of existing structures and any new construction)

\*Note:

- If subcontractors will be used, include their costs in the budget proposal (Appendix D).
- Grantees must obtain at least three bids if planning to use contracted services for any amount of work over \$10,000. These bids may be obtained after the grant is awarded.
- **The STATE requires grantees to meet certain insurance requirements before signing a grant contract. These insurance requirements are outlined in the sample contract attached to this RFP. If the agency does not currently meet these insurance requirements, we recommend including the cost of the additional insurance coverage in the budget proposal for this grant.**
- For projects that include construction work of, at minimum two thousand five hundred dollars [\$2,500 (single trade)] or at minimum twenty-five thousand dollars [\$25,000

(multiple trades)), prevailing wage rules will apply as per [Minnesota Statutes, sections 177.41 through 177.44](#), and the corresponding [Minnesota Rules 5200.1000 to 5200.1120](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Specifically, all grantees and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the previously mentioned may result in civil or criminal penalties. If prevailing wage rules apply, then grantees and subcontractors will be required to submit payroll information to the STATE using the '[Prevailing Wage Project Assessment](#)' form.

- This grant funding may be considered taxable income. This cost cannot be included in the budget proposal for this grant. The STATE encourages Responders to discuss questions or concerns with the agency's tax attorney or accountant.
- Grant funding cannot be used to pay for activities that are also covered by Medicaid.

Applicants will get more points in this section for demonstrating efficient use of funds and overall value for the projected cost.

Responders are encouraged to apply for only the amount needed for their proposed programs. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested.

#### **8. Professional Responsibility and Data Privacy (10 points):**

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

Professional responsibility information includes information concerning any complaints filed with or by professional, state and/or federal licensing/regulatory organizations within the past six (6) years against your organization or employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

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

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

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

**ii. Data Privacy:** If the organization or any proposed subcontractor has, in the past five years, suffered any breach or loss of personal, financial or other data considered private or confidential, please provide a description of such breaches, and provide details on what steps were taken to address the issue both in the short term and the long term to prevent such a breach/loss from happening again.

### **3.3 Required Statements and Forms (Pass/Fail)**

Complete the correlating forms found in [eDocs](#)<sup>3</sup> (search for the form numbers referenced below at the [eDocs](#) link, or paste the form file path name found in the footnotes below to your browser) and submit the completed forms in the "Required Statements and Forms" section of the Proposal. You must use the current forms found in [eDocs](#). **Failure to submit a Required Statement or to use the most current forms found in eDocs is at the Responder's risk and may, at the discretion of STATE, result in disqualification of the Proposal for nonresponsiveness.**

**a. Responder Information/Declarations Form – Grant RFP (DHS-7020-ENG)**<sup>4</sup>: Complete the "[Responder Information/Declarations Form – Grant RFP](#)" and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder will fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information/Declarations Form. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information/Declarations Form or makes a disclosure which evidences a conflict of interest.

**b. Exceptions to Terms and Conditions Form – Grant RFP (DHS-7019-ENG)**<sup>5</sup>: The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the "[Exceptions to Terms and Conditions Form - Grant RFP](#)" and submit it with the Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

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<sup>3</sup> <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

<sup>4</sup> <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7020-ENG>

<sup>5</sup> <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7019-ENG>

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

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

**c. Disclosure of Funding Form – Grant RFP (DHS-7018-ENG)<sup>6</sup>:**

In order to comply with federal law, Responder is required to fill out the “[Disclosure of Funding Form – Grant RFP](#)” and submit it with the Proposal. The form requires a Responder to provide its Unique Entity Identifier (UEI) to uniquely identify business entities. If a Responder does not already have a UEI, it may be obtained from [SAM.gov](#).

**d. Documentation to Establish Financial Stability - Grants (DHS-7896-ENG)<sup>7</sup>:**

Minnesota Statutes, section 16B.981/[Laws or Minnesota 2023, chapter 62](#), article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of fifty thousand dollars (\$50,000) or more.

All grantees as defined in [Minnesota Statutes, section 16B.981, subdivision 1\(c\)](#) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of fifty thousand dollars (\$50,000) and higher.

The information collected under this section will be used in STATE’s determination of the award of the contract. Responder must complete the “Documentation to Establish Financial Stability - Grants” form and submit the form with the Proposal. STATE will request the applicable documentation upon its determination that Responder is a finalist in the solicitation process.

## RFP Process

### 4.1 Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing via e-mail to [dhs.aasd.hcbs@state.mn.us](mailto:dhs.aasd.hcbs@state.mn.us) on March 23, 2026 prior to 4:00 p.m. Central Time.

Questions will be addressed in writing and posted to the [RFP webpage](#) and [grant program webpage](#) on the following timeline:

Questions received by 4:00 p.m. Central Time on:	Will be posted no later than 4:00 p.m. Central Time on:
March 23, 2026	March 27, 2026

<sup>6</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7018-ENG>

<sup>7</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7896-ENG>

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

## 4.2 Proposal Submission

**The Proposal must be submitted electronically on Friday, April 17, 2026 by 4:00 p.m. Central Time to be considered.** Late Proposals will not be considered and will not be opened. Request for Proposal responses must be submitted through the [grant application website](#).

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

# Proposal Evaluation and Selection

## 5.1 Overview of Evaluation Methodology

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

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

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

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

## 5.2 Evaluation Team

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

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

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

## 5.3 Evaluation Phases

At any time during the evaluation phases, STATE may, at STATE’s discretion, contact Responders to (1) provide clarification of their Proposal, (2) have each Responder provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may

also be made at this time. However, there is no guarantee that STATE will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

**1. Phase I: Required Statements and Forms Review (Pass/Fail)**

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

To be eligible for this grant, your completed eligible grantee statement must demonstrate that your setting(s) meet the following requirements. Applicants who do not meet these requirements will be automatically disqualified:

- The Responder must be an enrolled provider with DHS to provide customized living services under BI, CADI or EW.
- At least 75 percent of the residents served by the provider must be waiver participants.
- For providers of customized living services under the BI or CADI waivers, the waiver participants must reside at multiple locations each with six or more residents.

**2. Phase II: Evaluation of Technical Requirements of Proposals**

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

<b>Proposal Components</b>	<b>Possible Points</b>
1. Eligible Grantee Statement	<b>20</b>
2. Description of the Applicant Organization	<b>Information only</b>
3. Problem Statement and Description of the Proposed Project	<b>25</b>
4. Quality Improvement Goals	<b>15</b>
5. Project Activities and Work Plan	<b>10</b>
6. Evaluation Plan	<b>10</b>
7. Budget Proposal	<b>10</b>
8. Professional Responsibility and Data Privacy	<b>10</b>
Total:	<b>100 points</b>

- 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.

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

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).

- c. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately **six (6) weeks** after the Proposal submission due date.

#### **5.4 Contract Negotiations and Unsuccessful Responder Notice**

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

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

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

## **Required Contract Terms and Conditions**

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

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

**C. Grants management policies.** All awarded Responders must comply with required [Grants Management Policies and procedures](#) as specified in [Minnesota Statutes, section 16B.97, subdivision](#)

[4\(a\)\(1\)](#). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the [Office of Grants Management \(OGM\) Policy 08-10](#).

**D. Preparation Costs.** STATE is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed grant contact 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. Accessibility Standards.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),<sup>8</sup> as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

## State’s Authority

A. STATE may:

1. Reject any and all Proposals received in response to this RFP;
2. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
3. 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;
4. Select for contract or for negotiations a Proposal which best represents “best value” as defined in [Minnesota Statutes, section 16C.02, subdivision 4](#) and in this RFP document;
5. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;

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<sup>8</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

6. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
  7. 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;
  8. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
  9. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
  10. STATE will not be liable for any errors in the RFP or other responses related to the RFP.
- B. The award decisions of STATE are final and not subject to appeal.
- C. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

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

# Appendix A: Eligible Grantee Statement

Responders will complete the required “Eligible Grantee Statement” to provide the required information identified in Section 3.3 of the Detail of Proposal Components of the Required Statements Sections of this RFP. Information provided in this statement will be used to determine if the applicant is eligible to receive funding through this grant program. The Eligible Grantee Statement is a fillable Excel spreadsheet that responders will download and complete as part of their application at the [grant application website](#).

# Appendix B: Project activities and work plan

Responders must use this template to complete their work plan:

**Applicant Organization:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

Description of steps involved to implement the project	Person responsible	Timeline

# Appendix C: Evaluation Plan

Responders should use this template to complete their evaluation plan:

**Applicant Organization:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

<b>Quality Domain</b> (List the quality domain(s) from <u>Table 1 in the RFP</u> you expect to improve through this project)	<b>Baseline Metric</b> (What is the starting point you'll use to measure your progress against?)	<b>Target Outcome</b> (List the target(s) discussed in your <u>Quality Improvement Goals</u> )	<b>Evaluation Method</b> (How will the target be measured? Who will collect and analyze the data?)	<b>Timeline</b> (When will the organization administer the measure(s) and analyze the data?)
<i>Example: Resident and Family Satisfaction</i>	<i>Example: Our 2025 Resident Quality of Life – People Who Work Here score, which was 71.</i>	<i>Example: We aim to improve our Resident Quality of Life – People Who Work Here score by at least 3 points (to a score of 74 or more) in 2028.</i>	<i>Example: We will use Vital Research's results from Minnesota's assisted living resident quality of life surveys to measure outcomes. Data will be collected and analyzed by the state and its contract partners.</i>	<i>Example: We will participate in 2026, 2027, and 2028 statewide assisted living quality of life surveys.</i>

## Appendix D: Budget Proposal

The budget proposal is a fillable Excel spreadsheet that responders will download and complete as part of their application at the [grant application website](#).

## Appendix E: Development Cost Worksheet

The development cost worksheet is a fillable Excel spreadsheet that responders will download and complete as part of their application at the [grant application website](#).

# Appendix F: Sample State Grant Contract



## Minnesota Department of Human Services Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Click here to enter division name Division (“STATE”) and , an independent grantee, not an employee of the State of Minnesota, located at (“GRANTEE”).

### RECITALS

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

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

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

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

**1.2. Expiration date.** [CHOOSE OPTION A OR OPTION B]

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

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

### 1.3. No performance before notification by STATE.

GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per [Minnesota Statutes, section 16B.98, subdivision 7](#), and GRANTEE is notified to begin work by STATE's Authorized Representative.

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

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

## 2. GRANTEE'S DUTIES.

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

**2.2. Grant Progress Reports.**

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

<b>Due Date:</b>	<b>For service period:</b>
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period

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

or developed, must comply with the [State of Minnesota Accessibility Standard](#),<sup>9</sup> as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

### 3. CONSIDERATION AND TERMS OF PAYMENT.

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

#### a. Compensation.

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

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current [Commissioner’s Plan, Chapter 15](#).<sup>10</sup> GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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<sup>9</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

<sup>10</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Administrative Costs.** Pursuant to Minnesota Statutes, section 16B.98, subdivision 1(a), GRANTEE administrative costs must be necessary and reasonable. Insert specific limits DHS will impose to ensure the state derives the optimum benefit for grant funding.
- d. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed **Click here to enter amount in words dollars (\$)**.
- e. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Click here to enter invoicing schedule**. If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that GRANTEE is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

*Pass-through requirements.* GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view these obligations in the [Health and Human Services Grants Policy Statement](#),<sup>11</sup> in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this CONTRACT, STATE and GRANTEE agree to comply with all pass-through requirements, including each party's auditing

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<sup>11</sup> <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>

requirements as stated in [2 C.F.R. § 200.332 \(Requirements for pass-through entities\)](#)<sup>12</sup> and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>13</sup>

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

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<sup>12</sup> <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>

<sup>13</sup> <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1>

14. *Indirect Cost Rate for the GRANTEE is:* Click here to enter rate (including if the *de minimis* rate is charged.)

#### 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of STATE.** All services provided by GRANTEE pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

**4.3. Actual costs and reimbursable expenses.** GRANTEE shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200. if applicable. GRANTEE must maintain adequate documentation to support all costs submitted for reimbursement, ensuring they align with the terms of the award. GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to this CONTRACT.

**4.4. Unexpended Funds.**

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

#### 5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;

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

## **6. TERMINATION.**

### **6.1. Termination by the State.**

**a. Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to GRANTEE. Upon termination, GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

#### **6.2. Termination by the Commissioner of Administration.**

In accord with Minnesota Statutes, section 16B.991, subdivision 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

**6.3. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

In the event of temporary lack of funding or appropriation, STATE may pause its obligations under this CONTRACT without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the CONTRACT. GRANTEE will be notified in writing of the temporary pause, and GRANTEE'S ability to provide services may be temporarily suspended during this period. STATE will provide reasonable notice to GRANTEE of the lack of funding or

appropriation and shall notify GRANTEE once funding is restored or appropriated, at which point the provision of services under the CONTRACT may resume.

STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide GRANTEE notice of the lack of funding within a reasonable time of STATE's receiving that notice.

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

**6.5. Conviction relating to a state grant.** In accord with Minnesota Statutes, section 16B.991, subdivision 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

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

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

## **7.2. Grantee.**

- a. GRANTEE's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter phone** and **Click here to enter email**. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.
- b. GRANTEE must clearly post on GRANTEE's website the names and contact information for the GRANTEE's leadership and the employee or other person who directly manages and oversees this CONTRACT on behalf of GRANTEE.

**7.3. Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is

**Click here to enter name** or successor. Phone and email: **Click here to enter phone** and **Click here to enter email**.

## 8. INSURANCE REQUIREMENTS.

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

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

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

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

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

## 8.2. General Commercial Liability Insurance.

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

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

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract.

STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

### 8.3. Employee Theft and Dishonesty Policy.

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

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

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

### 8.4. Commercial Automobile Liability Insurance.

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

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

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

### 8.5. Professional Liability Insurance.

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

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

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall request in writing, specifying the amount of the desired deductible

and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by GRANTEE to fulfill this requirement.

#### **8.6. Additional Insurance Conditions:**

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

#### **9. INDEMNIFICATION.**

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

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

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

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

1. 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.](#)

2. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), [45 C.F.R. § 160.103](#), on behalf of STATE for a function or activity regulated by 45 C.F.R. §160 or §164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, [45 C.F.R. § 160.103](#) as a result of, or in connection with, this CONTRACT. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, GRANTEE will be responsible for its own compliance.
3. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under [Minnesota Statutes, section 13.05, subdivision 11](#), and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
4. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
5. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE's Authorized Representative as to how GRANTEE should respond to the request.
6. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.
7. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
8. GRANTEE must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

#### **10. [OPTION 2] INFORMATION PRIVACY AND SECURITY.**

Information privacy and security shall be governed by the "Data Sharing Agreement Terms and Conditions," which is attached and incorporated into this Contract as **Attachment Click here to enter**

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

#### **10. [OPTION 3] INFORMATION PRIVACY AND SECURITY.**

Information privacy and security shall be governed by the “Data Sharing and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as **Attachment**. **Click here to enter letter**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

#### **11. INTELLECTUAL PROPERTY RIGHTS.**

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

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

#### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all rights, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must

perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in GRANTEE's or STATE's opinion is likely to arise, GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## 12. PUBLICITY.

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

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

## 13. VOTER REGISTRATION REQUIREMENT.

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

#### 14. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-state party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, [2 C.F.R. § 200.313](#). For all equipment having a current per unit fair market value of \$10,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

#### 15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

##### 15.1. State audit.

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

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

**15.3. Federal audit requirements.** GRANTEE certifies it will comply with [2 C.F.R § 200.501](#), as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.332. Non-Federal entities expending \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

##### 15.4. Debarment by the State of Minnesota or the federal government.

GRANTEE certifies that neither it nor its principals are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the

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

[Suspended and Debarred Vendors List](#)<sup>15</sup>, or by the federal government at [SAM.gov | Search](#).<sup>16</sup>

GRANTEE's certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

**a. Instructions for Certification**

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

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

<sup>16</sup> [https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL)

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

**b. Lower Tier Covered Transactions.**

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

**16. GRANTEE DATA DISCLOSURE.**

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

## 17. JURISDICTION AND VENUE.

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

## 18. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

## 19.3. Entire Agreement.

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

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

## 20. PROCURING GOODS AND CONTRACTED SERVICES.

### 20.1. Contracting and bidding requirements.

- a. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- c. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- d. GRANTEE must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
  - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program.](#)
  - iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory.](#)
- e. GRANTEE must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- f. GRANTEE must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- g. Notwithstanding (a) - (d) above, the STATE may waive bidding process requirements when:
  - i. Vendors/subgrantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - ii. *It is determined there is only one legitimate or practical source for such materials or services and that the vendor/subgrantee has established a fair and reasonable price.*

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

**20.3. Debarred vendors.** In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors or subgrantees who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the web page link in subclause 15.4 of this CONTRACT. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## 21. SUBCONTRACTS AND SUBCONTRACT PAYMENT.

**21.1.** GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantees and subcontractors (hereinafter “subgrantees”). GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subgrantees, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

**21.2. Subgrantee.** A subgrantee is a person or entity that has been awarded a portion of the work authorized by this CONTRACT by GRANTEE. GRANTEE must document any subaward through a formal legal agreement. GRANTEE must provide timely notice to the STATE of any subgrantee(s) prior to the subgrantee(s) performing work under this CONTRACT.

**21.3. Subgrantee Monitoring.** GRANTEE must monitor the activities of subgrantee(s) to ensure the subaward is used for authorized purposes and is in compliance with:

- a. the terms and conditions of this CONTRACT and the subaward;
- b. required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- c. that subaward performance goals are achieved.

**21.4. Subgrantee performance.** IF a subgrantee is determined to be performing unsatisfactorily by the State’s Authorized Representative, the GRANTEE will receive written notification that the subgrantee can no longer be used for this CONTRACT.

**21.5. GRANTEE responsibility.** No subaward shall serve to terminate or in any way affect the primary legal responsibility of the GRANTEE for timely and satisfactory performances of the obligations contemplated by this CONTRACT.

**21.6. Payment.** GRANTEE must pay any subgrantee in accordance with subclause 4.2 of this CONTRACT.

## 22. LEGAL COMPLIANCE.

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

**22.2. Nondiscrimination.** GRANTEE will not discriminate against any person on the basis of the person’s race, color, creed, religion, national origin, sex, marital status, gender identity

or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE's employee, a program participant, and a member of the public.

"Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any GRANTEE program or activity.

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

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

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

## 23. OTHER PROVISIONS

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

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

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

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

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# Appendix G: Sample Tribal Grant Contract



## Minnesota Department of Human Services Grant Contract with Tribal Nation

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

### RECITALS

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

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

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

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

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

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

**1.2. Expiration date.** [\[CHOOSE OPTION A OR OPTION B\]](#)

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

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

### 1.3. No performance before notification by STATE.

TRIBAL NATION may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per [Minnesota Statutes, section 16B.98, subdivision 7](#), and TRIBAL NATION is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** TRIBAL NATION shall have a continuing obligation after the expiration or termination of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; Ownership of Equipment; State audit.

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

## 2. TRIBAL NATION'S DUTIES.

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

### 2.2. Grant Progress Reports.

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

<b>Due Date:</b>	<b>For service period:</b>
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period

**2.3 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),<sup>17</sup> as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

### 3. CONSIDERATION AND TERMS OF PAYMENT.

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

**a. Compensation.**

1. TRIBAL NATION will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
  - a. TRIBAL NATION must obtain STATE written approval before changing any part of the budget.
  - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
  - c. If TRIBAL NATION’s approved budget changes proceed without an amendment pursuant to this clause, TRIBAL NATION must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at the GSA Per Diem Files [website](#). TRIBAL NATION shall not be reimbursed for

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<sup>17</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals & incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

- c. **Administrative Costs.** Pursuant to Minn. Stat. § 16B.98, subd. 1(a), TRIBAL NATION administrative costs must be necessary and reasonable. Insert specific limits DHS will impose to ensure the state derives the optimum benefit for grant funding.
- d. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed **Click here to enter amount in words** dollars (\$).
- e. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

## 3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after TRIBAL NATION submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Click here to enter invoicing schedule**. If STATE does not prescribe a form, TRIBAL NATION may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that TRIBAL NATION is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. §200.331.

**Pass-through requirements.** TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view these obligations in the [Health and Human Services Grants Policy Statement](#),<sup>18</sup> in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this CONTRACT, STATE and TRIBAL NATION agree to

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<sup>18</sup> <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>

comply with all pass-through requirements, including each party's auditing requirements as stated in [2 C.F.R. § 200.332 \(Requirements for pass-through entities\)](#)<sup>19</sup> and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>20</sup>

1. *TRIBAL NATION's Name*: (Must match the name associated with the Unique Entity Identifier.)
2. *TRIBAL NATION's Unique Entity Identifier (UEI)*: Click here to enter UEI Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match TRIBAL NATION's name.
3. *Federal Award Identification Number (FAIN)*: Click here to enter number
4. *Federal Award Date*: Click here to enter date (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance*: Start date: **See section 1.1 above**. End date: **See section 1.2 above**.
6. *CONTRACT (subaward) Budget Period Start and End Date*: Click here to enter date.
7. *Amount of federal funds obligated to TRIBAL NATION (subrecipient) in this CONTRACT*: \$ Click here to enter amount
8. *Total amount of federal funds committed to the TRIBAL NATION (subrecipient), including this CONTRACT*: \$ Click here to enter amount
9. *Total Amount of the Federal Award from which the funds to the TRIBAL NATION (subrecipient) are drawn*: \$ Click here to enter amount
10. *Federal Award Project description*: Click here to enter text.
11. *Name*:
  - A. Federal Awarding Agency: Click here to enter text
  - B. MN Dept. of Human Services (DHS)
  - C. Name and Contact information of DHS's awarding official: Click here to enter name and contact information of authorized representative
12. *Assistance Listings Number & Name* (formerly known as CFDA No.): Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance

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<sup>19</sup> <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>

<sup>20</sup> <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1>

(CFDA) No.: [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)

13. *Is this federal award related to research and development?*  Yes  No

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

#### 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of STATE.** All services provided by TRIBAL NATION pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable TRIBAL NATION, state and federal laws, rules and regulations. TRIBAL NATION shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or TRIBAL NATION law, ordinance, rule or regulation, or if TRIBAL NATION has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

**4.2. Payments to subcontractors.** (If applicable) As required by Minnesota Statutes, section 16A.1245, TRIBAL NATION must pay all subcontractors, within ten (10) calendar days of TRIBAL NATION's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Actual costs and reimbursable expenses.** TRIBAL NATION shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0. if applicable. TRIBAL NATION must maintain adequate documentation to support all costs submitted for reimbursement, ensuring they align with the terms of the award. TRIBAL NATION shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If TRIBAL NATION receives funds from a source other than STATE in exchange for services, then TRIBAL NATION may not receive payment from STATE for those same services. TRIBAL NATION shall seek reimbursement from all sources before seeking reimbursement pursuant to this CONTRACT.

#### 5. PAYMENT RECOUPMENT.

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

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

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

**5.2. Unexpended Funds.** TRIBAL NATION must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

## 6. TERMINATION.

### 6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to TRIBAL NATION. Upon termination, TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 6.2. Termination by the Commissioner of Administration.

In accord with Minnesota Statutes, section 16B.991, subdivision 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

**6.3. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to TRIBAL NATION. STATE is not obligated to pay for any services that are provided after the effective date of termination. TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

In the event of temporary lack of funding or appropriation, STATE may pause its obligations under this CONTRACT without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the CONTRACT. TRIBAL NATION will be notified in writing of the temporary pause, and TRIBAL NATION'S ability to provide services may be temporarily suspended during this period. STATE will provide reasonable notice to TRIBAL NATION of

the lack of funding or appropriation and shall notify TRIBAL NATION once funding is restored or appropriated, at which point the provision of services under the CONTRACT may resume.

STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide TRIBAL NATION notice of the lack of funding within a reasonable time of STATE's receiving that notice.

**6.4. Breach.** Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by TRIBAL NATION, STATE shall provide TRIBAL NATION with a 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 CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If TRIBAL NATION has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

**6.5. Conviction relating to a grant.** In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

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

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

## 7.2. Tribal Nation.

- a. TRIBAL NATION's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter text**. If TRIBAL NATION's Authorized Representative changes at any time during this CONTRACT, TRIBAL NATION must immediately notify STATE.
- b. TRIBAL NATION must clearly post on TRIBAL NATION's website the names of and contact information for, the TRIBAL NATION's leadership and the employee or other person who directly manages and oversees this CONTRACT on behalf of TRIBAL NATION.

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

## 8. INSURANCE REQUIREMENTS.

## 8.1. Workers' Compensation. TRIBAL NATION certifies that it is in

compliance with [Minnesota Statutes, section 176.181](#), subdivision 2, pertaining to workers' compensation insurance coverage. TRIBAL NATION's employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE's obligation or responsibility.

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

### 9. LIABILITY.

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

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

1. 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.](#)
2. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), [45 C.F.R. § 160.103](#), on behalf of STATE for a function or activity regulated by 45 C.F.R. § 160 or § 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, [45 C.F.R. § 160.103](#) as a result of, or in connection with, this CONTRACT. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, TRIBAL NATION will be responsible for its own compliance.
3. Notwithstanding paragraph a. and b., in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under [Minnesota Statutes, section 13.05, subdivision 11](#), and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL

NATION in performing its duties under this contract is subject to the protections of the Data Practices Act.

4. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
5. If TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this CONTRACT, TRIBAL NATION must immediately notify and consult with STATE’s Authorized Representative as to how TRIBAL NATION should respond to the request.
6. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.
7. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
8. TRIBAL NATION must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as **Attachment Click here to enter letter**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as **Attachment Click here to enter letter**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by TRIBAL NATION, its employees, agents, and subcontractors, either individually

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

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

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

#### 12. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-state party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, [2 C.F.R. § 200.313](#). For all equipment having a current per unit fair market value of \$10,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

#### 13. PUBLICITY.

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

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

#### 14. AUDIT REQUIREMENTS AND TRIBAL NATION DEPARTMENT INFORMATION.

##### **14.1. State audit.**

Under [Minnesota Statutes, section 16B.98, subdivision 8](#), the books, records, documents, and accounting procedures and practices of the TRIBAL NATION or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final

reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

**14.3. Federal audit requirements.** TRIBAL NATION certifies it will comply with [2 C.F.R § 200.501](#), as applicable. To the extent federal funds are used for this CONTRACT, TRIBAL NATION acknowledges that TRIBAL NATION and STATE shall comply with the requirements of 2 C.F.R. § 200.332. Non-Federal entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

**14.4. Debarment by the State of Minnesota or the federal government.**

TRIBAL NATION certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the [Suspended and Debarred Vendors List](#)<sup>21</sup>, or by the federal government at [SAM.gov | Search](#).<sup>22</sup> TRIBAL NATION's certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

**a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective

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<sup>21</sup> <https://mn.gov/admin/osp/government/suspended-debarred/>

<sup>22</sup> [https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL)

lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

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

**15. TRIBAL NATION DATA DISCLOSURE.**

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 3, and 270C.66, and other applicable law, TRIBAL NATION understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring TRIBAL NATION to file state tax returns and pay delinquent state tax liabilities, if any.

**16. CLERICAL ERRORS AND NON-WAIVER.**

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

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

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

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

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

**17.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and

enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to Clause 17.1.

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

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

## 18. PROCURING GOODS AND CONTRACTED SERVICES.

### 18.1 Competitive bidding and preferred vendors.

- a. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- c. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- d. TRIBAL NATION must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
  - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program.](#)
  - iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory.](#)
- e. TRIBAL NATION must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- f. TRIBAL NATION must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- g. Notwithstanding (a) - (d) above, the STATE may waive bidding process requirements when:
  - i. Vendors/subgrantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - ii. It is determined there is only one legitimate or practical source for such materials or

services and that the vendor/subgrantee has established a fair and reasonable price.

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

**18.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors or subgrantees who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors or subgrantees are suspended or debarred by referencing the web page link in subclause 14.4 of this CONTRACT. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## 19. SUBCONTRACTS AND SUBCONTRACT PAYMENT.

19.1. TRIBAL NATION, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantees and subcontractors (hereinafter “subgrantees”). TRIBAL NATION shall ensure that the material obligations, borne by the TRIBAL NATION in this CONTRACT, apply as between TRIBAL NATION and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and TRIBAL NATION.

**19.2. Subgrantee.** A subgrantee is a person or entity that has been awarded a portion of the work authorized by this CONTRACT by TRIBAL NATION. TRIBAL NATION must document any subaward through a formal legal agreement. TRIBAL NATION must provide timely notice to the STATE of any subgrantee(s) prior to the subgrantee(s) performing work under this CONTRACT.

**19.3. Subgrantee Monitoring.** TRIBAL NATION must monitor the activities of subgrantee(s) to ensure the subaward is used for authorized purposes and is in compliance with:

- a. the terms and conditions of this CONTRACT and the subaward;
- b. required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- c. that subaward performance goals are achieved.

**19.4. Subgrantee performance.** If a subgrantee is determined to be performing unsatisfactorily by the State’s Authorized Representative, TRIBAL NATION will receive written notification that the subgrantee can no longer be used for this CONTRACT.

**19.5. TRIBAL NATION responsibility.** No subaward shall serve to terminate or in any way affect the primary legal responsibility of the TRIBAL NATION for timely and satisfactory performance of the obligations contemplated by this CONTRACT.

19.6. Payment. TRIBAL NATION must pay any subgrantee in accordance with subclause 4.2 of this CONTRACT.

20. LEGAL COMPLIANCE.

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

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

TRIBAL NATION will ensure that all of its employees and agents comply with all TRIBAL NATION harassment and nondiscrimination policies.

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

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

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

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

## 21. OTHER PROVISIONS

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

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

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