

## Appendix F: Sample Minnesota Department of Human Services Grant Contract Template

# Minnesota Department of Human Services Grant Contract

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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.**

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 XX, this CONTRACT will expire on XX.

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

**1.4. Survival of terms.** GRANTEE shall have a continuing obligation after the expiration 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 X**, Work Plan (separate document not included in sample template), 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:

**Due Date:**

- Click here to enter date

**For service period:**

- 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>1</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 X**, Budget, which is attached and incorporated into this CONTRACT (Not attached to sample grant 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>2</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.
- c. **Administrative Costs.** Pursuant to Minn. Stat. § 16B.98, subd. 1(a), GRANTEE administrative costs must be necessary and reasonable. Indirect costs will be limited to the de minimis rate unless GRANTEE provides a current Negotiated Indirect Cost Rate Agreement (NICRA).
- 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: **Quarterly**. 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 CFR 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

**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>3</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 requirements as stated in [2 C.F.R. § 200.332 \(Requirements for pass-through entities\)](#)<sup>4</sup> and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>5</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
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 et seq. 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 Minn. Stat. § 16B.991, subd. 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 a 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 Minn. Stat. § 16B.991, subd. 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 of, 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 Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

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

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

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

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

- \$2,000,000 per occurrence
- \$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 & Dishonesty Policy.** GRANTEE agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft & employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy.

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

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

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

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

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

**8.5. Professional Liability Insurance.**

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

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

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

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

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

used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

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

f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

g. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

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

Information privacy and security shall be governed by the "Data Sharing Agreement Terms and Conditions," which is attached and incorporated into this Contract as **Attachment [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 data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or 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 right, title, and interest it may have in the Works and the Documents to STATE.

- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in GRANTEE's or STATE's opinion is likely to arise, GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **12. PUBLICITY.**

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

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

## **13. VOTER REGISTRATION REQUIREMENT.**

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).<sup>6</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 Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**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 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.332. 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 [Suspended and Debarred Vendors List](#)<sup>7</sup>, or by the federal government at [SAM.gov | Search](#).<sup>8</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 participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

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

**16. GRANTEE DATA DISCLOSURE.**

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

## **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 Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**20.3. Debarred vendors.** In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors 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.

**21.5. 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 Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

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

## **23. OTHER PROVISIONS**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

[Title]

**1. STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract No: \_\_\_\_\_

**2. GRANTEE**

*Signatory certifies that Grantee’s articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory’s certification herein.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

Grantee

State Authorized Representative