

MINNESOTA
DEPARTMENT OF HUMAN SERVICES
AGING and ADULT SERVICES DIVISION

REQUEST FOR PROPOSALS



FOR
A QUALIFIED GRANTEE(S) TO
Conduct the Gaps Analysis Surveys with the Counties and Collect Stakeholder Input for
the 2014 Home and Community-Based Services Gaps Analysis Study

For communication assistance, contact Minnesota Relay Service at 7-1-1 or 1-800-627-3529. If you ask, we will give you this information in another form, such as Braille, large print, or audiotape.

March 31, 2014

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I. INTRODUCTION

A. PURPOSE OF REQUEST

The Minnesota Department of Human Services, through its Aging and Adult Services Division (State), is seeking Proposals from qualified Responders to conduct the Gaps Analysis surveys of the counties and to collect input from a wide range of individuals around the state regarding the availability of home and community-based services. The results of the county surveys and the stakeholder input process will be included in a larger report to the Legislature due August 15, 2015 on the status of the Long-Term Services and Support System. The report fulfills the requirements outlined in Minn. Stat. §144A.351, Subd. 1:

The commissioners of health and human services, with the cooperation of counties and in consultation with stakeholders, including persons who need or are using long-term care services and supports, lead agencies, regional entities, senior, disability, and mental health organization representatives, service providers, and community members shall prepare a report to the legislature by August 15, 2013, and biennially thereafter, regarding the status of the full range of long-term care services and supports for the elderly and children and adults with disabilities and mental illnesses in Minnesota. The report shall address:

- (1) demographics and need for long-term care services and supports in Minnesota;
- (2) summary of county and regional reports on long-term care gaps, surpluses, imbalances, and corrective action plans;
- (3) status of long-term care services and related mental health services, housing options, and supports by county and region including:
 - (i) changes in availability of the range of long-term care services and housing options;
 - (ii) access problems, including access to the least restrictive and most integrated services and settings, regarding long-term care services; and
 - (iii) comparative measures of long-term care services availability, including serving people in their home areas near family, and changes over time; and
- (4) recommendations regarding goals for the future of long-term care services and supports, policy and fiscal changes, and resource development and transition needs.

B. OBJECTIVE OF THIS RFP

The objective of this RFP is to contract with a qualified Responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for 15 months, from approximately May 8, 2014 until August 29, 2015, with the option for up to two extensions. The STATE has estimated that the cost of this contract will not exceed \$434,000

Proposals must be submitted by **4:00 p.m. Central Time on April 25, 2014** This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

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

C. BACKGROUND

Beginning in 2001 and every two years thereafter, the Minnesota Department of Human Services (DHS) has reported to the Legislature on the current capacity and gaps in long-term services and supports and housing to support older adults in Minnesota. The primary source of this report was the first Gaps Analysis survey completed by the counties to describe the capacity for these services in their local areas. Input was also gathered from health plans, county-based purchasing entities and the Area Agencies on Aging regarding the service capacity across the state.

In 2012, the Legislature amended state statute to expand the scope of the survey and resulting report to include three additional groups- people with disabilities, children and youth with mental health conditions and adults living with mental illnesses. The Legislature was interested in learning about the availability of, and access to, long-term services and supports for these populations in addition to older adults.

The term *long-term services and supports* refers to on-going supports that an individual needs due to a chronic health condition or disability. These services can be delivered in a person's home, in another community setting, or in an institutional setting. Currently, long-term services and supports (LTSS) is the nationally recognized term for this range of services and is used by the federal government. The term *home and community-based services* refers (HCBS) to LTSS that are delivered in homes or other community-based settings, not in institutional settings. Home and community-based services are a subset of long-term services and supports.

For the purposes of this study, HCBS includes services provided through the Medical Assistance (MA) HCBS Waiver Programs (Minnesota Statutes, sections [256B.0915](#), [256B.092](#), [256B.49](#) and [256B.5013](#)), Alternative Care Program (Minnesota Statutes, section [256B.0913](#)), including providers of intermediate care facilities for persons with developmental disabilities (Minnesota Statutes, section [256B.5013](#)) and MA State Plan-funded Home Care Services (Minnesota Statutes, section [256B.0651](#)). The state is interested in learning about the availability of, and access to, these services for people who are eligible for Medical Assistance as well as those who could receive these services through a state-funded program or who need these services and pay for them privately or through another source.

For the 2012 Gaps Analysis process and resulting legislative report, DHS developed separate surveys to focus on services for each of the four groups of people. The surveys focusing on services for older adults and people with disabilities primarily asked about the availability of home and community-based services. The surveys focusing on services for children and youth with mental health conditions and adults living with mental illnesses primarily asked about the availability of mental health treatment services. The surveys were constructed in this way because it is generally known that a relatively small proportion of children and youth with mental health conditions and adults living with mental illnesses also use one or more long-term service or support. Most people with mental health conditions access other services, including mental health treatment services.

In addition the 2012 Gaps Analysis, a DHS contractor gathered stakeholder input regarding the availability of long-term services and supports. This input augmented the information gathered through the Gaps Analysis Surveys completed by the counties. The contractor gathered insights about LTSS directly from people with disabilities, adults living with mental illnesses, older people, and their families and caregivers (including those supporting children and youth with mental health conditions). They also spoke with key stakeholders including consumer advocates, providers and state and local government staff.

The full report presented to the Legislature in 2013 included findings from the 2012 [Gaps Analysis Reports](#) for each of the four populations (complete information on the Gaps Analysis can be found at www.dhs.state.mn.us/gapsanalysis, the findings of the [Community Services Input Project](#) and the full report on the [status of nursing home services](#). are at the linked sites. Findings from the nursing home report were included in the 2013 report because it is a component of LTSS and fulfills multiple legislative report requirements related to nursing home services.

A separate [Request for Proposals](#) was released by DHS on February 14, 2014 to contract with an organization to conduct a study of critical access in home and community-based services. Proposals in response to this RFP are due March 5, 2014. This one-time study will assess the local capacity and availability of home and community-based services for older adults, people with disabilities, children and youth with mental health conditions and adults living with mental illnesses. The study will assess critical access at the community level and identify potential strategies to build home and community-based service capacity in critical access areas.

The findings from the HCBS Critical Access Study will be included in the same report to the Legislature as the findings of the 2014 Gaps Analysis study outlined in this RFP. That report must be submitted no later than August 15, 2015. The main difference in data collection between the two studies is that the Gaps Analysis contractor will be seeking statewide input from broad population groups and geographic areas, whereas the Critical Access HCBS contractor may seek input from specific communities to delve into more detail and develop algorithms for longitudinal comparison.. The Critical Access HCBS contractor will target their data collection effort to reach a community or communities for which there is not sufficient existing information regarding their experience in accessing HCBS. DHS staff will facilitate communication and coordination between the contractors to ensure no duplication of effort

II. SCOPE OF WORK

A. OVERVIEW

The State is seeking Proposals from qualified Responders to conduct the Gaps Analysis surveys of the counties and additional input gathered from health plans, county-based purchasing entities, tribes, and Area Agencies on Aging. The State seeks a qualified Responder to review and modify the Gaps Analysis survey instruments and processes used with the counties to increase efficiencies, maximize available data sources and coordinate with similar information gathering efforts. DHS staff will share lessons learned from the 2012 Gaps Analysis Study and will work with the contractor to identify areas for improvements. The contractor will facilitate a process with DHS staff to determine how the 2014 Gaps Analysis Study can be coordinated with the [Traumatic Brain Injury Needs Assessment](#) and the [Corporate Foster Care Needs Determination](#) processes. The contractor will also facilitate a process with DHS staff, counties, tribes, health plans, and county-based purchasing entities to identify existing quantitative data, if any, which could be included in the Gaps Analysis surveys to enhance the results. The contractor will make any modifications to the survey instruments, and compile the data, identified through these processes.

The State seeks a qualified Responder to collect input from a wide range of individuals around the state about the availability of home and community-based services. This input should be gathered from people who receive home and community-based services, their families, advocates, providers, lead agencies and other important stakeholders. All four populations included in the legislative mandate must be given meaningful opportunities to provide their perspectives regarding the availability of, and their experience accessing, home and community-based services. The input should also be

representative of the statewide population and take into account the racial, ethnic and cultural diversity as well as the different regions of the state, including urban and rural communities. This input will augment the survey information gathered from counties, health plans, county-based purchasing entities and Area Agencies on Aging on the same topic.

B. TASKS/DELIVERABLES

1. Updated Project Plan

The Grantee must submit an updated project plan providing more detail than the initial work plan submitted in its proposal. The updated project plan will also provide a more complete description of the contract deliverables to be provided along with a detailed work plan that identifies how and when the major tasks are to be accomplished.

2. Methodology for Modifying Gaps Analysis Survey Instruments and Process

The Grantee must propose a process through which the survey instruments for 2012 Gaps Analysis Study will be reviewed and potentially modified. The process must include working with DHS staff (Aging and Adult Services Division, Disability Services Division, Adult Mental Health Division, Children's Mental Health Division and tribal liaisons) and counties. Additional input must be gathered from tribes, health plans, county-based purchasing entities and Area Agencies on Aging. The process must also determine how the 2014 Gaps Analysis Study will be coordinated with the Traumatic Brain Injury Needs Assessment and the Corporate Foster Care Needs Determination.

3. Methodology for Identifying and Compiling Data to Include in Gaps Analysis Survey(s)

The Grantee must propose a process by which existing data will be identified and included in the Gaps Analysis Survey before it is sent to the counties. The process must include working with DHS and county staff. This data may include population-level demographic information, service utilization data, and/or provider counts. The Grantee must propose a process to compile the data in a timely manner so that it can be included in the survey instrument sent to each of the counties. The process proposed for both aspects of this task must be replicable for future Gaps Analysis Studies and easily maintained by the State.

4. Methodology to Gather Stakeholder Input

The Grantee must propose the process/es that it will use to gather input from stakeholders including persons who receive services, their families, advocates, providers, lead agencies and other important stakeholders. The Grantee must consider multiple methods, including technology, to gather stakeholder input so that all stakeholders are given meaningful and accessible opportunities to share their perspectives. The Grantee will be responsible for the logistics involved in the process/es. The Grantee must describe the process that it will follow to schedule focus group meetings, if any, in order to ensure adequate time for local partners to assist with the logistics and the invitation of participants.

5. Methodology for Compiling Survey Results and Stakeholder Input

The Grantee must propose a process by which it will compile the results of the county Gaps Analysis surveys; the additional input received from the health plans, county-based purchasing

entities, tribes and Area Agencies on Aging; and the stakeholder input process. The Contractor must propose a final format for the presentation of the results.

6. Presentation of Periodic Updates and Final Report

The Grantee must deliver periodic updates to DHS staff and will provide a report acceptable to the State summarizing the study's findings and provide a presentation of those findings to DHS, at the Age and Disabilities Odyssey Conference in June 2015 and to other audiences determined by mutual agreement. At least one of these presentations must be conducted via webinar with a transcript provided to DHS in a mutually agreed to time period.

7. Development of Accessible Products and Services

All products and services developed by the Grantee must meet the State of Minnesota accessibility [standards](#) and [guidelines](#). The goal of the Accessibility Standard is to improve the accessibility and usability of information technology products and services for all users. The standard incorporates the [WebContentAccessibilityGuidelines2.0](#) and [Section 508](#) of the Rehabilitation Act of 1973.

III. PROPOSAL FORMAT

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

A. REQUIRED PROPOSAL CONTENTS

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component).

1. Proposal Requirements
 - a. Statement of Understanding
 - b. Proposed Work Plan
 - c. Relevant Responder Experience/Resumes of Lead Responder Staff
 - d. Budget Proposal
 - e. Professional Responsibility
2. Required Statements
 1. Responder Information and Declarations
 2. Exceptions to Terms and Conditions
 3. Affidavit of Noncollusion
 4. Trade Secret/Confidential Data Notification
 5. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
 6. Disclosure of Funding Form
 7. Affirmative Action Data Page
 8. Certification and Restriction on Lobbying

B. PROPOSAL REQUIREMENTS

The following are the minimum requirements of the Proposal. Emphasis should be on complete, clear, and concise content. Responses to items 1- 5 may not exceed fifteen pages

1. *Statement of Understanding*

This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP, the nature of the contract, and any problems anticipated in accomplishing the work. Specifically, the Proposal should demonstrate the Responder's familiarity with the project elements, a summary of its solution(s) to the problems presented and knowledge of the requested services and/or deliverables.

2. *Proposed Work Plan*

The Responder should provide a description of the deliverables to be provided along with a detailed work plan that identifies how the major tasks are to be accomplished. It must include:

1. An initial work plan that provides sufficient information to be used as a scheduling and managing tool with proposed phasing of each deliverable;
2. A proposed process to modify Gaps analysis survey instruments and tools;
3. A proposed process to identify existing data to send to counties;
4. A proposed process to gather stakeholder input;
5. A proposed process to compile results from counties and others;

The work plan should show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Responder should include proposed staffing for the project.

3. *Relevant Responder Experience, Resumes of Lead Responder Staff*

The Responder should demonstrate the length, depth, and applicability of prior experience in providing the requested services. This component of the Proposal must include previous experiences that will demonstrate the Responder's ability to deliver the services requested in this RFP.

Responder may identify entities for which it has supplied similar services to those requested in the RFP, if any. If such organizations are identified, Responder should include each identified organization's name and address, and the name, title and telephone number of a contact of each organization. Responder should also provide a narrative description of the actual services provided to the organization(s). Describe what role, if any, staff proposed for this project had in the referenced service. Letters of reference may be included.

The Responder should also demonstrate the skill and experience of proposed lead staff. At a minimum, resumes must be provided for employees who would be assigned lead responsibilities on this Project. Resumes should describe the education, professional affiliations, and other relevant background of the lead staff to be assigned to this project. No change in the Successful Responder's personnel assigned to this project will be permitted without the prior approval of the State Program Manager.

4. *Budget proposal:*

This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain what the estimated costs pay for. Identify what other ancillary services are being provided that have costs with them and which components are essential to delivering minimum quality services. **Include a concise budget narrative for the applicant and each subcontracting agency.** Explain the proposed use of the grant funds and matching

funds. Your explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. 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. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness.

5. Professional Responsibility:

It is crucial that the State locate reliable grantees to serve our clients. The Successful Responder must be professionally responsible. Therefore, Responders must include in their Proposals satisfactory information regarding their professional responsibility.

Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past six years against your organization or its 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 pending litigation and/or litigation 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, and the dollar amount being requested as damages, and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with \$x damages awarded, verdict for Responder, etc.).

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

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within DHS 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.

D. REQUIRED STATEMENTS

The following required statements **must** be included with your Proposal. Complete the appropriate forms found in the RFP Appendix and submit items 1-4 and 6-8 as a separate .PDF document and item 5. *Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements* as another .PDF document as the "Required Statements" section of your Proposal.

1. Responder Information and Declarations

Complete and submit the attached “*Responder Information and Declarations*” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. *Exceptions to RFP Terms (Exceptions to Terms and Conditions Form)*

The contents of this RFP and the Proposal(s) of the Successful Responder(s) may become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the attached “*Exceptions to RFP Terms*” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.

Responder should be aware of the State’s standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

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

3. *Affidavit of Noncollusion*

Each Responder must complete and submit the attached “*Affidavit of Noncollusion*” form.

4. *Trade Secret/Confidential Data Notification*

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the Successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the Contract or by law.

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

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

- b. fill out and submit the attached “*Trade Secret/Confidential Information Notification Form*”, specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;
- c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minn. Stat. §13.37 and the factors discussed in *Prairie Island Indian Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for Proposal information; and
- d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

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

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

5. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements..

The successful responder must be fiscally responsible. Therefore, responders must include in their proposals sufficient financial documentation to establish their financial stability.

Depending on the responder’s annual income or how long the responder has been in business, a responder is required to submit either a certified financial audit, IRS Form 990, or most recent

board-reviewed financial statements. A certified financial audit is a review of an organization's financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization's financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Minnesota nonprofit organizations are required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than \$750,000. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from Federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than \$25,000 in annual gross receipts over the past three tax years.

Responders must submit financial information as outlined below with their proposal:

- Responders with an annual income of under \$25,000 or who have not been in existence long enough to have an audit or completed IRS Form 990 should submit their most recent board-reviewed financial statements.
- Responders with total annual revenue of under \$750,000 should submit their most recent IRS Form 990.
- Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Responders may also include documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a responder is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the responder in each and every term, covenant, and condition of such contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

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

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within DHS who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization's proposal will 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 financial reliability.

6. Disclosure of Funding Form

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable

for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

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

7. *Human Rights Compliance (Affirmative Action Data Page)*

For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached "*Affirmative Action Data*" page. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency."

8. *Certification Regarding Lobbying*

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached "*Certification Regarding Lobbying*" form.

IV. RFP PROCESS

A. RESPONDERS' QUESTIONS

Responders' questions regarding this RFP must be submitted **by email prior to 4:00 p.m. Central Time on April 16, 2014**. All questions must be sent to Rolf Hage at

rolf.hage@state.mn.us

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

Questions will be addressed in writing, distributed to all identified prospective Responders and posted here:

http://www.dhs.state.mn.us/main/id_005734

Every attempt will be made to provide answers in a timely fashion, with the intent that they are answered no later than **April 18, 2014**.

B. PROPOSAL SUBMISSION

Proposals must be submitted using the DHS encryption system. Each Applicant will need to obtain an encryption key from DHS encryption system if they do not already have one. To receive a DHS encryption key Applicants should follow the steps outlined below:

STEP 1: Send an email to:

[DSHCBSGapAnalysisRFP@state.mn.us](mailto:DSHCBSSGapAnalysisRFP@state.mn.us)

In the subject line type: [ENCRYPT] test

Be sure to the word ENCRYPT is in brackets.

STEP 2: Applicants will be sent a reply email from:

[DSHCBSGapAnalysisRFP@state.mn.us](mailto:DSHCBSSGapAnalysisRFP@state.mn.us)

The Reply email will include an attachment labeled "Message_zdm.html".

STEP 3: Open the attachment and follow the instructions on website which the attachment will direct Applicants to open.

STEP 4: Applicants will be directed to create a username and password. This username and password will allow Applicants to confirm they are the intended recipient and open the encrypted email.

This username and password will remain in effect for any future encrypted communication with DHS. Applicants are strongly encouraged to keep a record of the username and password for future use.

Applicants that already have used the DHS encryption system can use their existing username and password

1. Official Responses

All responses to this RFP must be submitted as .PDFs. Applicants should submit three .PDFs:

- a) Proposal Requirements – Items a–e,
- b) Required Statements – Items a–d and f–h, and
- c) Required Statement – Item e only.

The .PDFs must submitted with all necessary signatures.

All .PDFs must be submitted using DHS Encrypted email system to:

[DSHCBSGapAnalysisRFP@state.mn.us](mailto:DSHCBSSGapAnalysisRFP@state.mn.us)

The encrypted email or emails, if necessary, with the three .PDFs for the Proposal attached must have a sent date stamp no later than **4:00 p.m. Central Daylight Time on April 25, 2014**, to be

considered. Late Proposals will not be considered and the attachment will not be opened. Late proposers will receive a reply that includes the late sent date. **Faxed proposals will not be accepted.**

The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced.

All correspondence related to this RFP must be sent by email to:

Rolf.hage@state.mn.us

It is solely the responsibility of each Responder to assure that their Proposal is delivered at the specific place, 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.**

V. PROPOSAL EVALUATION AND SELECTION

A. OVERVIEW OF EVALUATION METHODOLOGY

1. All responsive Proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on “best value” as specified below, using a 1000 point scale. The evaluation will be conducted in three phases:
 - a. Phase I Required Statements Review
 - b. Phase II Evaluation of Proposal Requirements
 - c. Phase III Selection of the Successful Responder(s)
2. During the evaluation process, all information concerning the Proposals submitted, except identity, address, and the amount requested by responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.
3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

B. EVALUATION TEAM

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

C. EVALUATION PHASES

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

1. Phase I – Required Statements Review

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

2. Phase II - Evaluation of Technical Requirements of Proposals

The Technical requirements documents must be submitted as another separate .PDF document.

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

	<u>Component</u>	<u>Total Possible Points</u>
i.	Statement of Understanding	50
ii.	Proposed Work Plan	350
iii.	Relevant responder/Experience/Resumes	250
vi..	Budget proposal	300
viii.	Professional Responsibility	<u>50</u>
	Total:	1000

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

- c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component using the following formula:

Each Proposal component will receive one of the following rating based on how well the team member feels the component met the RFP requirements.

<u>Rating</u>	<u>Point Factor</u>
Excellent	1.0
Good	0.75
Satisfactory	0.5
Poor	0.25
Unacceptable	0.0

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

EXAMPLE: A “ good” rating (0.75) of a Proposed Work Plan worth a maximum of 350 points would receive a score of 262.5 ($350 \times 0.75 = 262.5$).

3. Phase III - Selection of the Successful Responder(s)
 - a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
 - b. The evaluation team will review the scoring in making its recommendations of the Successful Responder(s).
 - c. The State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
 - d. The evaluation team will make its recommendation based on the above-described evaluation process. The Successful Responder(s), if any, will be selected approximately **2 weeks** after the Proposal submission due date.
 - e. The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject the recommendation of the evaluation team.

D. CONTRACT NEGOTIATIONS AND UNSUCCESSFUL RESPONDER NOTICE

If a Responder(s) is selected, the State will notify the Successful Responder(s) in writing of their selection and the State’s desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s). The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject any subsequent recommendation of the evaluation team.

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

VI. REQUIRED CONTRACT TERMS AND CONDITIONS

- A. Requirements.** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the Contract. The requirements are set forth throughout this RFP and are contained in the attached Draft Contract.

- B. *Governing Law/Venue.*** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.
- C. *Travel.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. *Preparation Costs.*** The State is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.
- E. *Contingency Fees Prohibited.*** Pursuant to Minn. Stat. §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
- F. *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.*** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

G. Insurance Requirements

1. Grantee shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
2. Grantee is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

If Minnesota Statute, section 176.041 exempts Grantee from Workers' Compensation insurance or if the 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.

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

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

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

The following coverages shall be included:

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

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

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

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 grant contract.

Grantee is required to carry the following **minimum** amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the 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 grant contract and Grantee shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Grantee discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

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

3. Additional Insurance Conditions:

- Grantee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Grantee's performance under this grant contract;

- If Grantee receives a cancellation notice from an insurance carrier affording coverage herein, Grantee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Grantee’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
 - Grantee is responsible for payment of grant contract related insurance premiums and deductibles;
 - If Grantee is self-insured, a Certificate of Self-Insurance must be attached;
 - Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d. above; and
 - Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Grantee’s policy limits to satisfy the full policy limits required by the contract.
4. The State reserves the right to immediately terminate the grant contract if the Grantee is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Grantee. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.
5. The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

H. *Contingency of Operations Planning Requirement*

Functions identified under this request for proposal have been designated as Priority 1 or Priority 2 services under the Minnesota Department of Human Service’s Continuity of Operations Plan. Due to this designation, the successful responder will be required to develop a contingency of operations plan to be implemented in the event of a gubernatorial or commissioner of the Minnesota Department of Health declared health emergency. The successful responder will be expected to have a contingency of operations plan available for inspection by the State upon request. The contingency of operations plan shall do the following:

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

- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

I. *Nonvisual Access Standards*

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

VII. STATE'S RIGHTS RESERVED

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

- A. Reject any and all Proposals received in response to this RFP;
- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- D. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
- E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders' "Best and Final" offers;
- H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years; and

- I. Cancel the Request for Proposal at any time and for any reason with no cost or penalty to the State.
- J. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Successful Responder, all Responders will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.

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APPENDICES

Appendix A – Responder Information/Declarations

RESPONDER INFORMATION

Responder Name:

Website:

Address:

Telephone Number:

CONTACT INFORMATION

Contact Name:

Title:

Telephone Number:

Fax Number:

E-mail:

Name(s) of individuals involved with the preparation of this Proposal (to assist in determining potential conflict of interest):

The above-named Responder submits the attached Proposal in response to the following Minnesota Department of Human Services Request for Proposals (*state which RFP you are responding to*):

By submission of this Proposal, Responder warrants that:

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. Responder understands that the submission of inaccurate or misleading information may be grounds for disqualification from selection as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
2. It is competent to provide all the services set forth in its Proposal.
3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed and is legally authorized to bind the company to those decisions.
4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, Responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.
5. To the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which will include a description of the action which Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In

the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

6. No attempt has been made or will be made by Responder to induce any other person or firm to submit or not to submit a Proposal.
7. Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.
8. If there is a reasonable expectation that the Responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, Responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and Comptroller General of the United States.
9. If, at any time after a Proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, Responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

APPENDIX B

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State terms and conditions (including those found in the attached sample contract, if any. Reference the actual number of the State's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

Signature

Title

Date

Appendix C

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

- 1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);**
- 2. That the attached Proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;**
- 3. That the contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the Proposals; and**
- 4. That I am fully informed regarding the accuracy of the statements made in this affidavit.**

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Appendix D -- Trade Secret/Confidential Data Notice

Responder/Company Name: _____

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (*list pages -- If no protected information has been submitted, state "NONE"*):

The justification for the Trade Secret/Confidential data designation is (*be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, subd. 1(b). Add additional pages if necessary*):

The Responder acknowledges that, in accordance with Minn. Stat. §§ 13.591 and 16C.06, Subd. 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the STATE and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic "trade secret information."

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached Proposal at the time the Proposal was submitted with the words "**TRADE SECRET**" or "**CONFIDENTIAL**" in capitalized, underlined and bolded type that is at least 20 pt. Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the STATE, its agents and employees, from any judgments awarded against the STATE in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives the STATE's award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the STATE.

Responder acknowledges that the STATE is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the STATE for a minimum of one year after the award of a contract, and may be kept for much longer. **Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.**

The Responder acknowledges that the STATE reserves the right to reject Responder's claim of trade secret/confidential data if the STATE determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the Proposal will become public; only the protected information will be removed and remain nonpublic.

Signature

Title

Date

* *Whether or not protected information is provided, the Responder must sign and date this form and submit it with the "Required Statements".*

APPENDIX E

State Of Minnesota – Affirmative Action Data Page

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

1. **Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

- Check below.
- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Mail:	The Freeman Building 625 Robert Street North, Saint Paul, MN 55155	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	compliance.mdhr@state.mn.us				

APPENDIX F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

**Appendix G:
Disclosure of Funding Form**

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101).

The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee's Data Universal Numbering System (DUNS) number; determine and if grantee meets specific requirement which would require additional reporting items; and collect additional information on executive compensation if required. Please respond by answering the following questions:

Grantee DUNS Number (Required)	Grantee Name	
In the preceding fiscal year:		
1) Did you receive 80% or more of your annual gross revenues in US federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements	Yes	No
2) Are those revenues greater than \$25,000,000 or more annually	Yes	No
3) Does the public not have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986.	Yes	No

If you answer "yes" to all of the top questions please provide the following information:

1. Project Description (should capture the overall purpose of the award)

2. Place of performance (including congressional district)

3. Name and compensation of top 5 executives

APPENDIX H

STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES GRANT CONTRACT

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

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

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

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

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

NOW, THEREFORE, it is agreed:

I. **GRANTEE'S DUTIES.** (Attach additional page if necessary which is incorporated by reference and made a part of this contract.) GRANTEE shall:

II. **CONSIDERATION AND TERMS OF PAYMENT.**

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

1. Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the Agreement as Attachment A:

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.
3. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed _____ dollars (\$_____).
4. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

B. Terms of Payment

***FOR ONE YEAR GRANTS USE:

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

2. Please document the need for the Advance given to the GRANTEE:

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

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

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

*** FOR TWO YEAR GRANTS USE:

1. Reimbursement shall be one initial cash advance of _____ (equal to one calendar month or calendar quarter) followed by monthly/quarterly (choose one) cost reimbursement based on the previous month's/quarter's (choose one) expenses as documented by receipts, invoices, travel vouchers, and time sheets. Funds will be reconciled at the end of the State fiscal year (June 30, ____). If actual expenditures of the GRANTEE are less than provided in the cash advance and any subsequent payments, the GRANTEE shall remit excess funds to the STATE no later than July 31, ____ .

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

2. Please document the need for the Advance given to the GRANTEE:

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

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

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

III. **CONDITIONS OF PAYMENT.** All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

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

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

VI. **CANCELLATION.**

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

B. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

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

VII. **AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.**

A. State. The STATE'S authorized representative for the purposes of administration of this grant contract is _____ or his/her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

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

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

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

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

X. **INDEMNIFICATION.**

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

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

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

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

(Choose *one* of two options)

(Option #1 – No protected information is shared with the Grantee)

XII. INFORMATION PRIVACY AND SECURITY

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the GRANTEE or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify and consult with the STATE's Authorized Representative as to how the GRANTEE should respond to the request. The GRANTEE's response to the request shall comply with applicable law.

It is expressly agreed that the GRANTEE will not be handling private data collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that GRANTEE will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). GRANTEE is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §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.

OR Option #2 (Protected information is or may be shared with the Grantee)

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act [“HIPAA”], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the GRANTEE or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the GRANTEE receives a request to release the data referred to in this clause, the GRANTEE must immediately notify and consult with the STATE’s Authorized Representative as to how the GRANTEE should respond to the request. The GRANTEE’s response to the request shall comply with applicable law.

1. Information Covered by this Provision. In carrying out its duties, GRANTEE shall be handling one or more types of private information, collectively referred to as “protected information,” concerning individual clients of STATE programs or services. “Protected information,” for purposes of this grant contract, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
 - (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §144.291 - 144.298]);
 - (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
 - (d) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 C.F.R. § 160.103);
 - (e) Federal tax information (“FTI”) (as protected by 26 U.S.C. 6103), and
 - (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.
- 2. General Oversight Responsibilities.** GRANTEE shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:
- (a) **Training:** Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in XII.1, and

(b) **Minimum necessary access to information.** GRANTEE shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by GRANTEE shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” *See, respectively*, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this grant contract, if GRANTEE receives a request to release protected information, GRANTEE must immediately notify STATE. STATE shall provide GRANTEE instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph XII.3(e) below regarding requests from individuals for their own data.

3. Additional Duties to Ensure Proper Handling of Protected Information. The GRANTEE shall:

(a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;

(c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the grant contract of which GRANTEE becomes aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from STATE, GRANTEE must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this contract, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on GRANTEE’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE’s information. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the PHI used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as STATE may reasonably request.

(iii) GRANTEE will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.

- (d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 3, and 45 C.F.R. § 164.524;
- (f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minn. Stat. § 13.04, subd. 3 and 45 C.F.R. §164.526;
- (g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. §164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;
- (h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

4. STATE's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with GRANTEE.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with GRANTEE.
- (c) Notify GRANTEE of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect GRANTEE'S use or permitted disclosure of protected information.
- (d) Not request GRANTEE to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this grant contract, GRANTEE shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this grant contract. GRANTEE shall return the

protected information to the STATE's Authorized Representative *or* provide the state with written certification of destruction of the protected information. GRANTEE shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if GRANTEE is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, GRANTEE shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as GRANTEE maintains the information.

6. Sanctions. In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

7. Miscellaneous

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of protected information obtained from DHS is available at <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph XII.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is *currently* in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendments(s).

(c) Interpretation. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph XII.1 of this clause or in any other applicable law.

(d) Survival. The obligations of GRANTEE under this clause shall survive the termination of this grant contract.

*****SELECT ONE OF THE OWNERSHIP OF MATERIALS PROVISIONS
BELOW AND DELETE THE OTHER *****
OPTION 1 – STATE OWNS MATERIAL

XIII. Intellectual Property Rights.

Definitions. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated

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

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

Responsibilities.

Notification. Whenever any *Works* or *Documents* (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this contract, the GRANTEE will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the *Works* and the *Documents* to the STATE.

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

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the *Works* and *Documents* created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE’S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these *Works* or *Documents* infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE’S or the STATE’S opinion is likely to arise, the GRANTEE must, at the STATE’S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing *Works* or *Documents* as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

OR

OPTION TWO – GRANTEE OWNS MATERIALS:

XIII. Intellectual Property Rights.

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

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

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

XV. **AFFIRMATIVE ACTION and NON-DISCRIMINATION**

Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of \$100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36 (2003). If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must **either:** 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; **or** 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment,

upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rule, part 5000.3550

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

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

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

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

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

- XVII. **VOTER REGISTRATION REQUIREMENT.** GRANTEE certifies that it will comply with Minnesota Statutes, Section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

*****SELECT ONE OF THE OWNERSHIP OF MATERIALS PROVISIONS BELOW AND DELETE THE OTHER *****

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

***** OR*****

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

XIX. **FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.** GRANTEE certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

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

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

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

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

XXIII OTHER PROVISIONS.

1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract

whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the grant contract.

2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance..
3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant.
4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.
5. **Payment to Subcontractors** (If applicable) As required by Minn. Stat. §16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within 10 calendar days of the prime GRANTEE's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A and 16C.15

By
Date
Grant No:

2. GRANTEE

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

By
Title
Date

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

(Attorney for Grantee)

By
Title
Date

3. STATE AGENCY

By (with delegated authority)
Title
Date

Distribution:

- Agency - Original (fully executed) contract
- Grantee
- State Authorized Representative