

## Minnesota Department of Children, Youth, and Families Child Care Services Division

# Request for Proposals for a Grantee to Provide Relationship-Based Professional Development Services and Technical Assistance to Support Best Practices for Inclusion of Children with All Abilities in Licensed Child Care Programs.

**Date of Publication:** 10/29/2024

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

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

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

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

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

## **IMPORTANT DATES**

RFP Published: **10/29/2024**

Responders Conference: **11/5/2024 1:00 PM CST**

Questions Due: **11/6/2024 4:00 PM CST**

Proposals Due: **12/13/2024 4:00 PM CST**

Anticipated Selection of Successful Responder: **1/31/2025**

Anticipated Start of Contract: **7/1/2025**

Anticipated End of Contract: **6/30/2027**

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# 1. INTRODUCTION

## 1.1 Objective of RFP

The Minnesota Department of Children, Youth, and Families (DCYF), through its Child Care Services Division (STATE), is seeking Proposals from qualified Responders to Provide Relationship-Based Professional Development (RBPD) Services and Technical Assistance to Support Best Practices for Inclusion of Children of All Abilities in Licensed Child Care Programs. The term of any resulting contract is anticipated to be for two years, from July 1, 2025 until June 30, 2027. STATE may extend the contract up to a total of five (5) years.

Pursuant to [Laws of Minnesota 2023, chapter 70](#), article 12, section 14, subdivision 1, DCYF was established effective July 1, 2024. Chapter 70, article 12, section 30, subdivision 1(c) further specifies that the STATE program issuing this RFP transferred from the Department of Human Services (DHS) to DCYF on the date specified by the DCYF Commissioner, which was July 31, 2024. Any references to DHS in this RFP, any CONTRACT resulting from this RFP, and all documents related to either, including any attachments, appendices, and forms, should be construed as references to DCYF.

## 1.2 Proposal due date

**Proposals must be submitted on December 13, 2024 by 4:00 p.m. Central Time.** This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

## 1.3 Background

### Child Development Services

Child Development Services (CDS), a unit of the DCYF, Child Care Services Division, offers a variety of services to ensure child care programs and child care professionals are ready to meet the diverse needs of Minnesota families and their children, creating a solid foundation for children to be successful. Additional information on CDS including the values and goals of this unit can be found in [Appendix A: Child Development Services Strategic Plan](#).

### Funding Sources

A primary source of funding for the Child Development Services team at STATE is the Child Care and Development Fund (CCDF). The CCDF is a federal and state partnership program authorized under the Child Care and Development Block Grant Act (CCDBG) and administered by states, territories, and tribes with funding and support from the U.S. Department of Health and Human Services, Administration for Children and Families', Office of Child Care.

STATE uses CCDF to:

- Provide financial assistance to low-income families to access child care
- Invest in quality by building the skills and qualifications of the teacher workforce, supporting child care programs to achieve higher standards, providing consumer education to help parents select child

care that meets their families' needs, and increasing access to child care with special attention to geographic areas with concentrations of poverty and unemployment.

The portion of CCDF funds related to investing in quality are referred to as the CCDF quality set-aside. CDS is a unit within DCYF that oversees and carries out activities funded by the CCDF quality set-aside. Financial assistance for people with lower incomes is overseen by the Child Care Assistance Program.

CDS also receives state general funds from the Minnesota State Legislature to support activities related to improving child care quality and to support and sustain the child care industry.

### **Authority and Responsibilities in Federal Law**

As the lead agency for the CCDF in Minnesota, DCYF has broad authority to administer the activities required by the federal government in the Child Care and Development Block Grant. CDS administers the aspects of the CCDF related to the quality set-aside. CDS contracts with public or private entities that operate on a statewide or local level, while retaining overall responsibility for the administration of the program. In order to ensure these contracted responsibilities are carried out with fidelity, CDS monitors administration and implementation performed by grantees or partner agencies through regular site visits, ongoing communications, and training on program requirements. (Child Care and Development Block Grant Act of 2014, U.S. Public Law Number 113-186)

### **Authority and Responsibilities in State Law**

DCYF has been directed in state statute to offer services. CDS is the unit within DCYF that carries out these required services. These services are delivered by entering into contracts with state or local non-profit or governmental organizations or through direct administration by the department.

For more information about authority and responsibilities in State and Federal law, see [Appendix B: Authority and Responsibilities in Federal and State Law](#).

### **Programs currently funded by DCYF and administered by CDS:**

To meet state and federal requirements, the CDS unit funds and administers many support services for child care programs through grant contracts with other organizations. For a list of these efforts see [Appendix C: Programs Funded by DCYF and Administered by CDS](#). This list is provided to help Responders understand services that are currently in place, can be leveraged as part of this work, and do not need to be funded to duplicate existing services.

### **Additional programs and resources outside of CDS that benefit child care programs:**

Successful Responder will also be supported to coordinate with programs and resources outside of CDS to effectively leverage all possible connections. For a list of these programs, see [Appendix C: Programs Funded by DCYF and Administered by CDS](#).

## 1.4 Funding Availability

STATE has estimated that the cost of this contract will **not exceed \$1,469,258.00**. Cost will be a factor in the evaluation of the Proposals. The breakdown of the annual funding is as follows:

Contract Dates	Contract Funds
FY 2026 (July 1, 2025 to June 30, 2026)	<b>Up to \$734,629</b> Of this amount, the following amounts must be used for: <ul style="list-style-type: none"><li>• Goal 3: Support to child care directors/leaders: \$216,000</li><li>• Goal 5: Diversity, Equity, and Inclusion: \$24,000</li></ul>
FY 2027 (July 1, 2026 to June 30, 2027)	<b>Up to \$734,629</b> Of this amount, the following amounts must be used for: <ul style="list-style-type: none"><li>• Goal 3: Support to child care directors/leaders: \$216,000</li><li>• Goal 5: Diversity, Equity, and Inclusion: \$24,000</li></ul>

STATE will award one contract to a single organization to implement the services and supports (the Inclusion Coaching Project) to support licensed child care programs across Minnesota. The Inclusion Coaching Program will support inclusive care practices as required in Minnesota Statutes and Rule and promotes best practices in designing and implementing an inclusive child care setting. Funding for this grant is provided through federal Child Care Development Funds.

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

## 2. SCOPE OF WORK

### 2.1 Overview

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

The Successful Responder will implement a statewide Inclusion Coaching Project to support licensed child care programs to integrate inclusion best practices in their licensed child care setting.

The Inclusion Coaching Project, funded through this RFP, will support and enhance the quality and availability of child care for children and families. The goals of the project include, but are not limited to:

- Goal 1:** Support and enhance the quality of services available through licensed child care programs across Minnesota.
- Goal 2:** Implement a statewide Relationship-Based Professional Development (RBPD) coaching model with licensed child care programs to support best practices in designing and implementing an

inclusive child care setting through program policy development and effective implementation into daily practices.

- Goal 3:** Implement an RBPB coaching model to support child care directors and leaders in strengthening their leadership skills needed to improve program quality.
- Goal 4:** Provide consultation and technical assistance to families of children with disabilities, including children exhibiting behaviors that challenge adults in group care settings.
- Goal 5:** Demonstrate organizational commitment to equity by creating learning and development activities and opportunities for agency staff to advance their understanding of issues of diversity, equity, inclusion and anti-racism.
- Goal 6:** Provide professional development resources and opportunities focused on supporting inclusive care best practices in child care settings in a culturally informed and responsive manner.
- Goal 7:** Connect child care professions to resources and support through a multi-media presence.
- Goal 8:** Ensure effective and efficient operational system to conduct outlined tasks and deliverables that meet the diverse needs of licensed child care programs across Minnesota.
- Goal 9:** Coordinate with state and local agencies and services that provide support to the child care field to leverage resources to support licensed child care programs.
- Goal 10:** Design a data collection and reporting system to document services provided and inform project improvements.

## **2.2 Tasks and Deliverables**

Proposals must include a detailed scope of work and budget. Proposals should address all tasks and deliverables related to this RFP in both their narrative response and templates provided in [Appendix D: Work Plan Template](#) and [Appendix E: Budget and Budget Justification](#). To ensure a clear understanding of your proposal please provide a comprehensive description of each of the items below and embed equity into each response.

The Successful Responder shall include sufficient detail to enable the STATE to make a determination as to their ability to carry out proposal services. All services and deliverables under the contract shall be provided to an acceptable quality level and in a manner consistent with acceptable industry standards and practice. **Responders are strongly encouraged to submit proposals that maximize the utilization of funding.** If the Successful Responder is unable to begin delivery of any of the following deliverables at the beginning of the proposed contract start date of July 1, 2025, a transition plan must be included with a proposed timeline to begin service and budget requirements.

**Tasks and deliverables include the following:**

1. Develop and implement an RBPB coaching model to support licensed child care professionals across Minnesota in meeting regulatory requirements related to inclusive care practices as required in Minnesota Statutes and Rules and promote best practices in designing and implementing an inclusive child care setting.
2. Provide RBPB services statewide to programs to develop strategies to support children at risk of suspension or expulsion.
3. Provide statewide consultation, technical assistance, and support to families of children with disabilities, including children exhibiting behaviors that challenge adults in group care settings, who are seeking or currently accessing child care to support successful participation in the child care setting.
4. Provide RBPB services to support child care directors and leaders in strengthening their leadership skills needed to improve program quality.
5. Create an Equity Learning and Development plan with activities and opportunities for agency staff to advance their understanding of issues of diversity, equity, inclusion and anti-racism.
6. Design and implement effective professional development and support to RBPB Specialists to ensure a standardized knowledge base reflecting current research and best practice.
7. Ensure resources are available to families, child care professionals and the public to assist them in understanding inclusive care best practices in group care settings including but not limited to: social emotional development; supportive behavioral guidance strategies, and positive approaches to preventing and addressing behaviors that challenge adults in group care settings.
8. Design professional development opportunities for child care professionals focused on research based, effective inclusive care best practices, which align with [Minnesota's Knowledge and Competency Framework for Early Childhood Professionals](#).
9. Establish a multi-media presence focused on inclusion practices relevant to child care professionals.
10. Design and implement an intentional communication plan to promote services to communities, child care professionals and partner agencies.
11. Follow the STATE's established process for approval of RBPB Specialists, including passing a background check, and utilize Develop, [Minnesota Quality Improvement & Registry Tool](#) to document all RBPB services provided to child care professionals. All professional development trainings created and offered through this grant must be approved by Minnesota's Center for Professional Development (MNCPD) and available for search in Develop.
12. Collaborate with the STATE, other state agencies, including state and county child care licensors, Minnesota Department of Health, Minnesota Department of Education and other STATE grantees on the implementation of the services set forth in this RFP.
13. Design and implement deliverables to ensure policies and services are accessible to diverse child care programs, especially for programs serving children and families experiencing disparities based on race, ethnicity, language, immigration status, ability or disability, gender, geography and income. For identified, unmet needs, describe how services would be tailored to meet the needs of the particular community.



14. Collect data to report out as required on assigned measures, found in [Appendix F: Associated Measures and Reporting Requirements](#), and to measure progress and effectiveness of the services offered.
15. Ensure effective and efficient operations of the grant duties including data privacy, data integrity and continuous quality improvement.
16. If the Successful Responder uses any subcontractors, negotiate and communicate contracts with all subcontractor vendors to ensure subcontract deliverables meet the same level of quality as delineated in the Successful Responder contract. The Successful Responder will be directly responsible and liable for all of its subcontractors' performance under the contract.

#### **Reporting requirements:**

STATE is committed to funding services with accountability for results, ensuring quality to those served, as well as all persons in Minnesota. STATE strives for constant quality improvement for services provided directly or through contracted vendors. STATE uses Results Based Accountability (RBA) Measures connected to strategies. Each of the strategies have one or more Key Performance Indicators (KPI). The Successful Responder will need to demonstrate the capacity to report on any associated KPI or RBA measures connected to Tasks and Deliverables further outlined in [Appendix A: Child Development Services Strategic Plan](#). The Successful Responder will also be expected to use data for constant quality improvement, to better serve the identified populations.

Full reporting requirements can be found in [Appendix F: Associated Measures and Reporting Requirements](#). These measures are required to be reported to STATE as part of the service areas in this RFP. The Successful Responder will receive detailed guidance from STATE regarding the reporting of this information, which will include instructions on formatting and frequency of reporting. Data elements will be addressed in any resulting contract. Responders may propose other data and measures of services and effectiveness in addition to those required that would add value to measure the success of the initiatives.

### **2.3 Collaboration**

STATE intends to award one contract to a single organization to implement the services and supports outlined in this RFP.

## **3. PROPOSAL REQUIREMENTS**

Proposals must conform to all instructions, conditions, and requirements included in this RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section 2, "Scope of Work," agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached

sample contract unless specifically making an exception pursuant to Required Statement “Exception to Sample Contract and RFP Terms.”

### 3.1 Proposal Contents

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

Proposal Components	RFP Section
1. Proposal Coversheet	<a href="#">Appendix G</a>
2. Table of Contents	3.2(1)
3. Executive Summary	3.2(2)
4. Description of the Applicant Organization	3.2(3)
5. Description of Target Population	3.2(4)
6. Project Goals and Objectives	3.2(5)
7. Project Activities and Work Plan	3.2(6)
8. Evaluation Plan	3.2(7)
9. Budget Proposal	3.2(8)
10. Professional Responsibility and Data Privacy	3.2(9)
11. Required Statements and Forms	3.4

### 3.2 Detail of Proposal Components

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

- 1. Table of Contents:** List each section and the accompanying page number.
- 2. Executive Summary:** This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the Executive Summary should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.
- 3. Description of the Applicant Organization:** This section must include information on:
  - The programs and activities of the organization,
  - The number of people served,
  - Geographic area served, and
  - Staff experience, and/or programmatic accomplishments.

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

of lead staff, and designate a project manager with experience in planning and providing the proposed services.

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

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

- 4. Description of Target Population:** It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

Describe the level of need for services in the community and what group or groups of individuals will be targeted for services by the Responder’s program. Describe how Responder’s program will serve diverse populations, and especially populations experiencing inequities and/or disparities in this area. Be sure to address any underserved populations specifically identified in this RFP. Discuss whether the program and activities will have a local, regional or statewide impact, and whether they will serve low- and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach the target population. Include a description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how the programs and activities will positively impact the target population; Responder may provide examples, performance measures, and desired outcomes.

- 5. Project Goals and Objectives:** This section should clearly define and discuss the goals and objectives of the project. Using [Appendix D: Work Plan Template](#), Responders should propose and describe specific milestones and outcomes that will be used to demonstrate the program’s effectiveness.
- 6. Project Activities and Work Plan:** All Proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion.

Using [Appendix D: Work Plan Template](#), provide a narrative description of the program design you propose to implement and the plan to complete the required task and deliverables, specifying how each of the tasks and deliverables will be implemented and achieved.

- 7. Evaluation Plan:** The STATE is committed to funding services that produce a measurable result for the people of Minnesota. A successful Responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. The indicators of success and associated measures should be developed with reference to the key performance indicators included in [Appendix A: Child Development Services Strategic Plan](#) and [Appendix F: Associated Measures and Reporting Requirements](#). This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved. Evaluation plans should be included in [Appendix D: Work Plan Template](#).
- 8. Budget Proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain the proposed use of the grant funds and any applicable matching funds. Identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting entity. The explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must correspond 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. 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. Submit the budget proposal using the attached template in [Appendix E: Budget and Budget Justification](#).

#### **9. Professional Responsibility and Data Privacy:**

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

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

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

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

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

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

### 3.3 Required Statements and Forms

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

Due to the recent establishment of DCYF referenced in clause 1.1 of this RFP, the documents related to this RFP, including the Required Statements and Forms identified below, may include DHS logos, titles, and other references. All forms found in the links below are considered current and are the forms you must submit with your Proposal, despite any references to DHS.

**a. Responder Information and Declarations ([DHS-7020-ENG](#))<sup>2</sup>:** Complete the "Responder Information and Declarations" form available at the above link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder may fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event

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

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

the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

**b. Exceptions to Sample Contract and RFP Terms ([DHS-7019-ENG](#))<sup>3</sup>:** The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or STATE’s sample contract terms and conditions (attached as [Appendix H](#)) must note the objection(s) on the “Exceptions to Sample Contract and RFP Terms and Conditions” form available at the above link and submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

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

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

**c. Disclosure of Funding Form ([DHS-7018-ENG](#))<sup>4</sup>:**

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

**d. Documentation to Establish Financial Stability ([DHS-7896-ENG](#))<sup>5</sup>:**

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

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

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

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

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

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

**e. Information Security Questions Form ([DHS-7895-ENG](#))<sup>6</sup>:**

Responder must complete the “Information Security Questions Form” available at the above link and submit it with its Proposal. STATE’s Office of Information Security may ask for additional information from successful Responders based on this form.

## **4. RFP PROCESS**

### **4.1 Responders’ Conference**

**A Responders’ Conference will be held on November 5, 2024, at 1:00 p.m. Central Time via *MS Teams*.**

The conference will serve as an opportunity for Responders to ask specific questions of STATE staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders may attend via conference call (contact STATE contact for this RFP for more information about attending by conference call). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective Responders after the conference.

To attend the Responders’ Conference, you must RSVP via email to Linda Vang, Contract Specialist, at [linda.vang@state.mn.us](mailto:linda.vang@state.mn.us), **on November 4, 2024 by 4:00 p.m. Central Time.**

To request a communication accommodation to participate in the Responders’ Conference, please email [Cindy.Schneider@state.mn.us](mailto:Cindy.Schneider@state.mn.us) **on November 1, 2024 by 4:00 p.m. Central Time.**

### **4.2 Responders’ Questions**

**Responders’ questions regarding this RFP must be submitted in writing on November 6, 2024 prior to 4:00 p.m. Central Time.** All questions must be addressed to:

Attention: Linda Vang, Contract Specialist, at [linda.vang@state.mn.us](mailto:linda.vang@state.mn.us)  
Subject Header: Inclusion Coaching Project RFP question

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

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, within 7 business days of receiving the question or no later than November 21, 2024.

### **4.3 Proposal Submission**

**The Proposal must be submitted electronically on December 13, 2024 by 4:00 p.m. Central Time to be considered.** Late Proposals will not be considered and will not be opened. Faxed Proposals will not be accepted.

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<sup>6</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7895-ENG>

Clearly label the original "Proposal – [Name of RFP]" 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. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder's discretion.

The RFP must be emailed to:

Attention: Linda Vang, Contract Specialist, at [linda.vang@state.mn.us](mailto:linda.vang@state.mn.us)  
Subject Header: Inclusion Coaching Project Proposal

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

## **5. PROPOSAL EVALUATION AND SELECTION**

### **5.1 Overview of Evaluation Methodology**

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

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

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

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

### **5.2 Evaluation Team**

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

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

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



### 5.3 Evaluation Phases

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

**1. Phase I: Required Statements and Forms Review**

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

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

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

<b>Proposal Components</b>	<b>Possible Points</b>
1. Executive Summary	<b>10</b>
2. Description of the Applicant Organization	<b>10</b>
3. Description of Target Population	<b>10</b>
4. Project goals and objectives	<b>15</b>
5. Project Activities and Implementation Plan	<b>20</b>
6. Evaluation plan	<b>10</b>
7. Budget proposal	<b>20</b>
8. Professional Responsibility and Data Privacy	<b>5</b>
<b>Total:</b>	<b>100 points</b>

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

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

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

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

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

- d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately 4 weeks after the Proposal submission due date.

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

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

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

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

### **6. REQUIRED CONTRACT TERMS AND CONDITIONS**

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

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

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

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

**E. Accessibility Standards.** Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard effective September 1, 2010, as updated on July 1, 2024. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the [State of Minnesota Accessibility Standard](#).<sup>7</sup> (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

## **7. STATE’S AUTHORITY**

1. STATE may:
  - A. Reject any and all Proposals received in response to this RFP;
  - B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
  - C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
  - D. Select for contract or for negotiations a Proposal which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
  - E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;
  - F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
  - G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;
  - H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
  - I. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
  - J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.
2. The award decisions of STATE are final and not subject to appeal.

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<sup>7</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

3. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

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

## APPENDIX A: CHILD DEVELOPMENT SERVICES STRATEGIC PLAN

Child Development Services (CDS) offers a variety of services to ensure child care programs and child care professionals are ready to meet the diverse needs of Minnesota families and their children, creating a solid foundation for children to be successful.

- Each and every child in Minnesota has the opportunity to access quality child care programs to meet their individual needs.
- Child care programs are of high quality and engage in continuous improvement.
- Parents have information needed to find quality child care and other services that support their child's success in school and life. Child care programs have information to support families.
- Professionals working in child care programs have the knowledge and skills to support children.
- Internal and external customers receive service that is timely, helpful and meets their needs.

### VALUES

- ◆ Decision making processes engage communities and stakeholders: those impacted, using or providing services.
- ◆ Equity includes ensuring access to opportunities when implementing or correcting programs, policies or systems. This requires us to look not just at intent, but also impact.
- ◆ Our programs and policies can always be improved, and we will engage in a culture of innovation and continuous improvement.

### HOW WE OPERATE

- ◆ We believe that our varied perspectives helps generate better ideas.
- ◆ We will remain accountable not only to ourselves, but to each other, connecting with transparency, dignity, and respect.
- ◆ We use data, along with lived experiences of our communities and stakeholders, to direct change.
- ◆ We strive for work-life balance and support each other on this goal.

### THE STORY WE ARE TELLING

How our communities fare in the future depends on how children are educated today. To reach their full potential and contribute to our communities as adults, all children need access to quality early learning opportunities that help them get ready for school and for life.

Parent Aware helps parents find programs that are doing what matters most for children, allowing parents to go to work or school knowing their children are in a quality learning environment with supported professionals.

We help child care professionals with a variety of supports they need to provide the kind of early learning opportunities that make a difference for children's outcomes.

Continuous quality improvement is foundational to our work.

We provide best practices, combined with coaching, training and education, to help programs make targeted improvements that support children's development and learning.

## STRATEGIC PLANNING GOALS & RESULTS-BASED ACCOUNTABILITY MEASURES

### 1. Each and every child in Minnesota has the opportunity to access quality child care programs to meet their individual needs.

- ◇ Growth by program type, slots by program type, slots by age group
- ◇ Percent of MN families living with .33 or greater access.
- ◇ Number and percent of young children attending Parent Aware Rated programs by various metrics.
- ◇ Number and percent of young children attending Parent Aware Rated licensed child care by CCAP use, by various metrics, including Race of child.

### 2. Child care programs are of high quality and engage in continuous improvement.

- ◇ Number and percent of programs with a Parent Aware Rated Programs, including highly Rated, Racially diverse ((FCC only) <sup>E</sup>, Linguistically Diverse Programs Rated (Child care centers and FCC)<sup>E</sup>
- ◇ Number/Percent of Programs whose Rating increased over time
- ◇ Number/Percent of Programs engaged in coaching for continuous improvement
- ◇ Number of Accredited programs by type

### 3. Parents have information needed to find quality child care and other services that support their child’s success in school and life. Child care programs have information to support families.

- ◇ Percent of growth annually in visitors to ParentAware.org
- ◇ Number of completed child care searches on ParentAware.org
- ◇ Percent of parents reporting ParentAware.org met expectations
- ◇ Percent of programs with cost of care (rates) on ParentAware.org

### 4. Professionals working in child care programs have the knowledge and skills to support children.

- ◇ Number of approved Training Events
- ◇ Number of approved Courses
- ◇ Number of unique professionals attending Training Events
- ◇ Number of professionals working in child care programs with Develop individual accounts
- ◇ Number of professionals working in child care programs receiving financial supports
- ◇ Number of approved RBPD specialists, including PDA’s
- ◇ Number of approved Trainers

### 5. Internal and external customers receive service that is timely, helpful and meets their needs.

- ◇ Percent of issues reported to New World solved within expected timelines
- ◇ Percent of Develop, ParentAware and Achieve helpdesk tickets are resolved per expectations
- ◇ Percent of Highly Satisfied or Satisfied customers across programs and services.

Last updated:6/27/2023

## APPENDIX B: AUTHORITY AND RESPONSIBILITIES IN FEDERAL AND STATE LAW

### Authority and Responsibilities in Federal Law

As the lead agency for the CCDF in Minnesota, DCYF has broad authority to administer the activities required by the federal government in the Child Care and Development Block Grant. CDS administers the aspects of the CCDF related to the quality set-aside. CDS contracts with public or private entities that operate on a statewide or local level, while retaining overall responsibility for the administration of the program. In order to ensure these contracted responsibilities are carried out with fidelity, CDS monitors administration and implementation performed by grantees or partner agencies through regular site visits, ongoing communications, and training on program requirements. (Child Care and Development Block Grant Act of 2014, U.S. Public Law Number 113-186)

Services provided through federal funds, as described in [Minnesota's Child Care and Development Fund Plan of 2022-2024](#) include (those related to this RFP have been bolded):

- Supports for families to help them find quality, affordable child care (CCDF Plan, section 2) through:
  - A consumer-friendly website to search for child care, through [ParentAware.org](#) and [Help Me Connect MN](#)
  - A toll-free hotline.
- **Help for child care providers to access training, professional development, post-secondary education, strengthen business practices, and use early learning guidelines (CCDF Plan, section 6)**
- **Supports for child care providers to improve their quality (CCDF Plan, section 7) by providing:**
  - **Training on a wide range of subjects aligned with the Minnesota Knowledge and Competency Framework**
  - Offering a Quality Rating and Improvement System
  - Offering Develop, the Quality Improvement and Registry Tool, an online tool for providers, trainers and consultants that displays information about the training system, and allows providers to apply for their Parent Aware rating online
  - Offering training and consultation on best practices for working with infants and toddlers
  - Offering a child care resource and referral system – referred to as the Minnesota Child Care Aware system
  - Supporting accreditation
  - **Supporting children with special needs or challenging behaviors through consultation and training**

## Authority and Responsibilities in State Law

DCYF has been directed in state statute to offer each of the following services. CDS is the unit within DCYF that carries out these required services. These services are delivered by entering into contracts with state or local non-profit or governmental organizations or through direct administration by the department.

- Designate and fund a system of child care resource and referral agencies. In Minnesota, these agencies are known as the “Child Care Aware of Minnesota system.” ([Minnesota Statutes, section 119B.19](#))
- Provide grants for child care and school-age programs to start up, improve their quality, pay for training and development, purchasing technology, handle emergencies, and address the needs of immigrants and refugees. ([Minnesota Statutes, section 119B.21](#))
- Encourage participation in a nationally recognized accreditation system for early childhood and school-age care programs and provide reimbursement for ½ the direct cost of accreditation fees. ([Minnesota Statutes, section 119B.24](#))
- Enhance and expand child care availability of quality, affordable child care by providing business supports and loans. ([Minnesota Statutes, section 119B.25](#))
- Establish and carry out the Quality Rating and Improvement System (QRIS), track progress toward improving access to high-quality child care programs, increasing the number of low-income children whose families can access quality programs, and increasing the number of children fully prepared for kindergarten. ([Minnesota Statutes, section 124D.142](#))
- Develop and implement the Minnesota Early Childhood and School-Age Care Professional Development System to provide a seamless, integrated system of training and professional development for those providing care and education to children beginning at birth that supports child development and school success. ([Laws of Minnesota 2007, chapter 147, article 2, section 56](#))
- Provide compensation support payments to child care providers to help stabilize the child care market. Includes funds for increased compensation. ([Minnesota Statutes, section 119B.27](#))
- Assist child care providers and individuals interested in becoming child care providers with establishing and sustaining licensed child care programs through a regional assistance network. ([Minnesota Statutes, section 119B.19, subdivision 7](#))
- Provide economically challenged individuals with child care job skills training, career counseling and job placement assistance. ([Minnesota Statutes, section 119B.19](#))
- Provide grants to help start shared services agreements and provide economies of scale for family child care businesses. ([Minnesota Statutes, section 119B.28](#))
- Provide a family, friend, and neighbor provider grant program to promote children’s social-emotional learning and healthy development, early literacy and other skills to succeed as learners. ([Minnesota Statutes, section 119B.196](#))
- Child Care and early Education Professional Wage Scale and “Comparable Competencies”. ([Minnesota Statutes, section 119B](#) and 119C.01)



- Provide employment-based training and mentoring for ECE workers through an apprenticeship program, in coordination with DLI. ([Minnesota Statutes, section 119B.252](#))

## APPENDIX C: PROGRAMS FUNDED BY DCYF AND ADMINISTERED BY CDS

This list is provided to help responders understand services that are currently in place, can be leveraged as part of this work, and do not need to be funded to duplicate existing services.

### **Achieve - The Minnesota Center for Professional Development (MNCPD) ([mncpd.org](http://mncpd.org))**

Provides a comprehensive virtual gateway to professional development and career planning resources including the Registry, Career Lattice, Trainer and Training Approval, and Learning and Career Guidance. MNCPD works closely with the Child Care Aware system and other stakeholders to provide professional development tools and resources.

### **Center for Early Education and Development (CEED), University of Minnesota ([ceed.umn.edu](http://ceed.umn.edu))**

Through multiple contracts with DCYF, provides observations using the Classroom Assessment and Scoring System (CLASS) for Parent Aware, provides CLASS training, observations of Parent Aware Quality Coaches to improve services, and through the Trainer and Relationship-based Professional Development Specialist Support program (TARSS) supports trainers, coaches, and RBPD specialists to improve practices in the early education field.

### **Center for Inclusive Child Care (CICC) ([inclusivechildcare.org](http://inclusivechildcare.org))**

Through free relationship-based professional development (RBPD) CICC provides support, training, modeling, and resources to child care programs throughout Minnesota looking to increase knowledge and experience related to inclusion, health and safety of infants and toddlers.

### **Child Care Aware of Minnesota System**

Child Care Resource and Referral agencies are referenced throughout federal law and Minnesota statute and is a key deliverer of services to families and child care and early education programs. The Child Care Aware of Minnesota system is divided into five District level services, 13 Regional level services, one tribal District, and the statewide office, [Child Care Aware of Minnesota](#)—Coordinating Office.

The Coordinating Office also distributes scholarships to individuals working in child care programs for training and education:

- **T.E.A.C.H** (Teacher Education and Compensation Helps): provides higher education scholarships intended to increase the level of education of child care providers while reducing turnover rates. [T.E.A.C.H](#)
- **R.E.E.T.A.I.N** (Retaining Early Educators through Attaining Incentives Now): a workforce retention program that strives to reduce the turnover rates among child care providers who work with young children. [R.E.E.T.A.I.N](#)
- **CDA Scholarships:** are provided to support Child Development Associate (CDA) credential training, assessment fees, and renewal. [CDA Scholarships](#)
- **Foreign Transcript Evaluation:** Foreign Credential Evaluation Scholarships help early childhood professionals who have completed their higher education coursework outside of the United States

pay for the evaluation process, so they can have their education and professionalism recognized.  
[Foreign Transcript Evaluation](#)

***Districts:***

Coordinate and deliver the state's training delivery system for child care and early childhood programs, recruit potential individuals into the early childhood field, recruit programs for Parent Aware, Minnesota's Quality Rating and Improvement System (QRIS) and distribute Parent Aware, Regional and Start Up Grants to programs. Each District has a District Coordinator, who oversees the work of the district, consisting of:

- Grant administrators are responsible for managing and disbursing grants to early childhood educators who participate in the Parent Aware program. Additionally, they offer financial assistance to child care programs through regional grants, which are awarded through an annual competitive grant process. Some grant administrators may also have funding available throughout the year to support program start-up funds and address emergency situations.
- Parent Aware recruiters work with all Child Care Aware function areas and community partners, with a focus on marketing and outreach to build interest in and support programs that participate in Parent Aware.
- Professional development teams that are comprised of staff who plan and coordinate face to face trainings and recruit and retain trainers, professional development advisors (PDA's) who work with early childhood educators to analyze training and help chart pathways for professional growth, and to support staff. In addition to professional development advisors, workforce advisors (WFA's) help current and aspiring early childhood educators advance and sustain their career goals in childcare through [Empower to Educate](#). WFA's can offer financial support, free training opportunities, job skills training, job placement support, and mentorship opportunities through one-on-one supports. Both PDA's and WFA's are approved as Relationship Based Professional Development Specialists through MNCPD.

***Regions:***

Are funded to establish and uphold meaningful partnerships with organizations in their community and carry out work specific to a localized region, including assisting individuals looking to establish, sustain, or expand a licensed childcare program and providing coaching to Parent Aware programs. Each Region has a Regional Coordinator, who oversees the work of the region, consisting of:

- Parent Aware Quality Coaches and Pre-K CLASS® (Classroom Assessment Scoring System®) Coaches who work directly with early childhood educators as they plan and use child care and early education best practices in their programs, both prior to and during the Full-Rating process in Parent Aware. Coaches are approved as Relationship Based Professional Development (RBPD) Specialists through MNCPD.
- Start up and Retention Navigators operate [Child Care Wayfinder](#). Navigators provide a comprehensive one-stop navigation network for individuals who want to establish, sustain, or

expand a licensed child care program. Local navigators serve as valuable resources, providing personalized assistance to child care programs. They help navigate the licensing process, establish collaborative goals and action plans, offer referrals to key partners and work towards identifying and decreasing barriers related to child care capacity in Minnesota. Navigators are approved as Relationship Based Professional Development Specialist through MNCPD.

- Region's partner and collaborate closely with their local school districts, county licensors, Minnesota Initiative Foundations, Head Start agencies, and other early childhood organizations.

More information about the Relationship Based Professional Development Specialist approval process and what it means can be found at [mncpd.org/RBPD](http://mncpd.org/RBPD).

### **Develop ([developtoolmn.org](http://developtoolmn.org))**

The Minnesota Quality Improvement and Registry Tool, Develop, serves the child care and school-age care community acting as the state's Registry, online listing of approved trainers, courses and any planned training events, connects individuals to their child care program (employee), application for Parent Aware Ratings and Regional Grants.

An individual such as a family child care provider or teacher can:

- Search for, register for, and track professional development activities.
- Apply for an Individual Membership and earn a Career Lattice Step.
- Apply to become an approved Trainer, coach, consultant, or mentor.

An organization such as a family child care or child care center's program can:

- Search and register for professional development activities on behalf of employees.
- Track employees' professional development activities.
- Apply and submit documentation to earn a Parent Aware Rating.
- Apply and submit information to apply for a Regional Grant

### **Family, Friend, and Neighbor (FFN) ([mn.gov/dhs/ffn-minnesota](http://mn.gov/dhs/ffn-minnesota))**

FFN care is unlicensed care provided by a relative, friend or someone in the community. It can occur in the child's home or in the caregiver's home. Caregivers may include grandparents, other relatives, and non-relatives. CDS currently contracts grantees across the state to form FFN Minnesota. FFN Minnesota connects FFN caregivers with local FFN navigators who can provide ongoing support while FFN caregivers care for children. Support comes in many forms: one-on-one meetings with local navigators, training, resource kits and so much more. #

### **Child Care Business Supports ([firstchildrensfinance.org](http://firstchildrensfinance.org))**

Provides business leadership and development services including training and consultation related to the basics of child care business operations, community engagement to support child care start up, retention, and expansion efforts, and low-interest financing for child care businesses.

### **Great Start Compensation Support Payment Program ([mn.gov/dhs](https://mn.gov/dhs))**

Signed into law in May 2023, this program is designed to support the child care industry and child care workers. Building off the Child Care Stabilization Grant Program, this program issues monthly payments to eligible child care providers to fund increases in compensation and benefits for early childhood educators working in eligible child care programs. Currently, programs submit applications through an online application portal with future plans to transition applications into the new Provider Hub which will offer enhanced features and functionalities. Tier 1 technical assistance will be provided through phone calls and direct interactions with child care program staff in the Provider Hub. More information regarding the Provider Hub, also known as, child care systems transformation work, can be found below.

### **Minnesota Tribal Resources for Early Childhood Care (MNTRECC) ([llboearlychildhood.com/programs](https://llboearlychildhood.com/programs))**

Serves as a foundation and link where child care and other early childhood programs can access resources, information and get technical assistance. Their goal is to enhance and strengthen the childcare delivery system for Native American children and families throughout the state of Minnesota. Services are provided in cooperation with the Child Care Aware Minnesota and Minnesota Tribal Child Care Programs.

### **Parent Aware ([ParentAware.org](https://ParentAware.org))**

Is Minnesota's Quality Rating and Improvement System (QRIS) and is led by the Minnesota Department of Children, Youth, and Families, CDS, in coordination with the Minnesota Departments of Education and Health. Local Child Care Aware agencies provide support for Parent Aware in all counties and tribes. Parent Aware offers tools and resources to help families find quality child care and early education, help programs improve their practices, and help children benefit from care and education that will prepare them for school and life.

### **Provider Access to Technology Grants ([firstchildrensfinance.org](https://firstchildrensfinance.org))**

Provider access to technology grants was signed into law in May 2023 and supports eligible child care programs in Minnesota through grants and training related to technology needs intended to improve the program's business practices.

### **Shared Services Alliances**

During the 2023 legislative session, the Minnesota Legislature passed, and Governor Walz signed into law a Shared Services Alliance grant program. This program ensures continued support for family child care shared services alliance programs in Minnesota. These networks provide family child care programs with essential services aimed at reducing costs and achieving efficiencies within their small businesses. Examples of such services include child care management software for business automation, management and operation of substitute pools, telehealth services, and networking and support opportunities.

### **CDS Partners and Resources**

Successful applicants will also be supported to coordinate with these programs and resources to effectively leverage all possible connections.

## **Minnesota Department of Human Services (DHS) Licensing Division**

Has a critical role in monitoring and supporting health and safety in licensed child care programs in Minnesota. Licensure provides the necessary oversight mechanisms to ensure childcare is provided in a healthy and safe environment, provided by qualified people, and can meet the developmental needs of all children in care. (<https://mn.gov/dhs/partners-and-providers/licensing/help-for-providers-by-license-types/child-care-and-early-education>).

**Child Care Regulation Modernization** - In 2021, the Minnesota legislature passed legislation and allocated federal funding to support regulation modernization projects for both licensed family child care and child care centers. Visit the [Child Care Regulation Modernization page](#) to learn more about these ongoing efforts.

**Provider Hub (Child Care Systems Transformation)** - The Minnesota Department of Human Services has begun a child care systems transformation initiative to improve and integrate the information technology systems used for the licensing, certification, Child Care Assistance Program registration of child care providers and for facilitating the Great Start Compensation Support Payment Program. The Provider Hub is underway for child care licensing and Child Care Assistance Program registration at both the state and county level for some types of child care programs.

The Provider Hub is built in the Salesforce software platform, making it accessible on mobile devices, tablets, and computers. The Provider Hub will provide child enrollment and attendance features and has future plans to integrate with commonly used child care management software systems (CCMS). Through this integration and automation, the system will fulfill the needs of the Great Start Compensation Support Program while reducing the time spent on data entry for child care programs. Visit the [Child Care Systems Transformation page](#) to learn more.

**Licensed family child care** - Licensed family child care homes are a type of child care arrangement that cares for a small group of children, usually in a residential building where the family child care provider lives. In Minnesota, family child care providers are licensed under Minnesota Rules, Chapter 9502, also known as Rule 2, and Minnesota Statutes Chapters 245A and 245C. For more information on Licensing Rules and Laws, see the Minnesota Department of Human Services website page [Licensed Family Child Care](#), and the [Guide to Becoming a Licensed Family Child Care Provider](#).

Families choose family child care homes for the family environment and the smaller number of children. Home-based programs provide a consistent caregiver for children from infant through school age, and sometimes provide a flexible schedule including evenings and weekends. Siblings are also cared for together rather than separated into rooms for different age groups, like is found in a center-based setting. For more information on family child care, see the [Family Child Care Homes](#) website page on ChildCare.gov.

**Licensed child care centers** - Licensed child care centers are a type of child care arrangement that cares for larger groups of children, in a location other than the provider or caregiver's home, where the children are separated according to age. Unlike in family child care where there is often only one to two adults present, child care centers have many staff members who care for children due to the number of

children served at once. In Minnesota, child care centers are licensed under Minnesota Rules, Chapter 9503, also known as Rule 3, and Minnesota Statutes, Chapters 245A and 245C. For more information on Licensing Rules and Laws, see the Minnesota Department of Human Services website page [Licensed Child Care Centers](#).

**Child and Adult Care Food Program ([education.mn.gov](http://education.mn.gov))**

Is a federally funded program which provides payments for meals and snacks served at a variety of care programs, one of which is child care programs. In Minnesota, this program is administered by the Minnesota Department of Education. The program helps eligible organizations provide well-balanced, nutritious food.

**Child Care Assistance Program ([mn.gov](http://mn.gov))**

Provides financial assistance to help families pay for child care. It also provides a higher rate for care provided through programs that are accredited, hold certain credentials, or have a 3- or 4-Star Rating from Parent Aware.

**Early Learning Scholarships ([education.mn.gov](http://education.mn.gov))**

Early Learning Scholarship assists families in covering the costs of high-quality child care and early education for children with the highest needs by supporting them in being successful learners. Scholarships must be utilized at a participating Parent Aware program.

## APPENDIX D: WORK PLAN TEMPLATE

### Instructions:

- Utilize the template below to submit the proposed work plans, one for FY 2026 (July 1, 2025 – June 30, 2026) and one for FY 2027 (July 1, 2026 – June 30, 2027).
- Goals and tables may be added as needed.
- If a start-up plan period is required, a separate narrative should be submitted. This start-up narrative should outline the steps the Responder will take to prevent any gaps in the proposed services, ensure sufficient staffing, establish timelines, and include transition costs.

### FY 2026 (July 1, 2025 – June 30, 2026)

#### Goal 1:

[Include language here about the goal(s) of this work.]

#### Required service:

	Activities	Deliverables	Timeline
1		•	
2		•	

#### Evaluation Plan:

#### Required service:



	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**Goal 2:**

[Include language here about the goal(s) of this work.]

**Required service:**

	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**Required service:**

	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**FY 2027 (July 1, 2026 – June 30, 2027)**

**Goal 1:**

[Include language here about the goal(s) of this work.]

**Required service:**

	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**Required service:**

	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**Goal 2:**

[Include language here about the goal(s) of this work.]

**Required service:**

	Activities	Deliverables	Timeline
1		•	
2		•	

**Evaluation Plan:**

**Required service:**

	<b>Activities</b>	<b>Deliverables</b>	<b>Timeline</b>
1		<ul style="list-style-type: none"><li>•</li></ul>	
2		<ul style="list-style-type: none"><li>•</li></ul>	

**Evaluation Plan:**

## APPENDIX E: BUDGET AND BUDGET JUSTIFICATION

### Instructions:

- Utilize the template below to submit two (2) separate budgets and budget justifications, one for FY 2026 (July 1, 2025 – June 30, 2026) and one for FY 2027 (July 1, 2026 – June 30, 2027).
- Budget line-items may be removed or added as needed. Each fiscal year may not exceed the amount listed below. Responders are encouraged to apply for only the amount needed for their proposed programs.
- In the budget line justification section, include information used to estimate the requested amounts and the percentage of salary used to estimate fringe.
- If a start-up period is required, a separate budget and budget justification should be submitted.

Contract Dates	Contract Funds
FY 2026 (July 1, 2025 to June 30, 2026)	<p><b>Up to \$734,629</b></p> <p>Of this amount, the following amounts must be used for:</p> <ul style="list-style-type: none"> <li>• Goal 3: Support to child care directors/leaders: \$216,000</li> <li>• Goal 5: Diversity, Equity, and Inclusion: \$24,000</li> </ul>
FY 2027 (July 1, 2026 to June 30, 2027)	<p><b>Up to \$734,629</b></p> <p>Of this amount, the following amounts must be used for:</p> <ul style="list-style-type: none"> <li>• Goal 3: Support to child care directors/leaders: \$216,000</li> <li>• Goal 5: Diversity, Equity, and Inclusion: \$24,000</li> </ul>

**LINE-ITEM BUDGET**  
**FY 2026 (July 1, 2025 – June 30, 2026)**

<b>PROGRAM LINE-ITEM CATEGORY</b>	<b>STATE GRANT AWARD FUNDING<sup>1</sup></b>	<b>FUNDING BEYOND STATE GRANT AWARD<sup>2</sup></b>	<b>TOTAL BUDGET<sup>3</sup></b>	<b>SOURCES OF OTHER FUNDING<sup>4</sup></b>
<b>Salary &amp; Benefits</b>				
FTE				
FTE				
<b>Travel</b>				
<b>Phone, Internet, Postage &amp; Copying</b>				
<b>Rent &amp; Utilities</b>				
<b>Supplies &amp; Advertising</b>				
<b>Staff Training &amp; Development</b>				
<b>Audit &amp; Insurance</b>				
<b>Equipment</b>				
<b>Equity Plan Implementation</b>				
<b>Other:</b>				
<b>Other:</b>				
<b>Administration (10% maximum)</b>				
<b>TOTAL:</b>				

Footnotes:

1. STATE Grant Award Funding is funding obtained from STATE in this grant.
2. Funding Beyond STATE Grant Award is funding obtained from sources other than this grant. May include other STATE grants.
3. Total Budget reflects the total of both STATE Funding and Other Funding.
4. Sources of Other Funding identifies the source from which other funding is obtained.

**BUDGET LINE-ITEM JUSTIFICATION  
FY 2026 (July 1, 2025 – June 30, 2026)**

PROGRAM LINE-ITEM CATEGORY	AWARD FUNDING	JUSTIFICATION FOR EACH BUDGET LINE ITEM
Salary & Benefits		
Travel		
Phone, Internet, Postage & Copying		
Rent & Utilities		
Supplies & Advertising		
Staff Training & Development		
Audit & Insurance		
Equipment		
Equity Plan Implementation		
Other:		
Other:		
Administration ( <u>10%</u> maximum)		

**LINE-ITEM BUDGET**  
**FY 2027 (July 1, 2026 – June 30, 2027)**

<b>PROGRAM LINE-ITEM CATEGORY</b>	<b>STATE GRANT AWARD FUNDING<sup>1</sup></b>	<b>FUNDING BEYOND STATE GRANT AWARD<sup>2</sup></b>	<b>TOTAL BUDGET<sup>3</sup></b>	<b>SOURCES OF OTHER FUNDING<sup>4</sup></b>
<b>Salary &amp; Benefits</b>				
FTE				
FTE				
<b>Travel</b>				
<b>Phone, Internet, Postage &amp; Copying</b>				
<b>Rent &amp; Utilities</b>				
<b>Supplies &amp; Advertising</b>				
<b>Staff Training &amp; Development</b>				
<b>Audit &amp; Insurance</b>				
<b>Equipment</b>				
<b>Equity Plan Implementation</b>				
<b>Other:</b>				
<b>Other:</b>				
<b>Administration (<u>10%</u> maximum)</b>				
<b>TOTAL</b>				

Footnotes:

1. STATE Grant Award Funding is funding obtained from STATE in this grant.
2. Funding Beyond STATE Grant Award is funding obtained from sources other than this grant. May include other STATE grants.
3. Total Budget reflects the total of both STATE Funding and Other Funding.
4. Sources of Other Funding identifies the source from which other funding is obtained.



**BUDGET LINE-ITEM JUSTIFICATION  
FY 2027 (July 1, 2026 – June 30, 2027)**

<b>PROGRAM LINE-ITEM CATEGORY</b>	<b>AWARD FUNDING</b>	<b>JUSTIFICATION FOR EACH BUDGET LINE ITEM</b>
Salary & Benefits		
Travel		
Phone, Internet, Postage & Copying		
Rent & Utilities		
Supplies & Advertising		
Staff Training & Development		
Audit & Insurance		
Equipment		
Equity Plan Implementation		
Other:		
Other:		
Administration ( <u>10%</u> maximum)		

## **APPENDIX F: ASSOCIATED MEASURES AND REPORTING REQUIREMENTS**

Based on guidance from the CCDF office, Minnesota governance and stakeholder engagement, the team works to create goals (high level objectives) related to end outcomes we wish to strive for. To assure we stay on track, and within the sphere of our influence, our team works to create appropriate strategies to meet the goals. To measure the success, we create Results Based Accountability Measures (RBA).

The RBA measures do not happen in isolation, and to recognize the complexity of the work being implemented, we have various strategies that align more directly to the day-to-day work, with measurable outcomes. These strategies are aligned with Key Performance Indicators, a measure of success for the identified strategy.

Within each work plan, each contractor has language embedded regarding reporting requirements, which relate to the Strategic Plan. Contractors are expected to be able to inform the department on successes and challenges via data as well as narrative, collecting the data correlating to the contracted work.

These metrics are the minimum, and additional items could be added, or these could be amended to better showcase the work as needed, however, this work will need to be done in partnership to assure the strategy itself is not changing.

The contractor should be able to fully articulate how they will be able to aggregate data independently, including any identified training staff may need to succeed as part of their training plan by the agency applying.

Listed below are the associated goals, measures, strategies, and key performance indicators associated with the service areas of this RFP. New or additional measures may be developed with the chosen contractor.

**Goal 1: Each and every child in Minnesota has the opportunity to access quality child care that meets their individual needs.**

**Customer:** Children and Families

### ***Strategies and Key Performance Indicators***

- Provide stability to children attending child care programs.
  - **Number of children impacted by Inclusion coaching services**

**Goal 2: Child care programs are of high quality and engage in continuous improvement.**

**Customer:** Child care programs and care settings

### **Results Based Measures**

- Number/Percent of Programs engaged in coaching for continuous improvement

### **Strategy and Key Performance Measures**

- Support child care programs in continuous quality improvement to increase use of best practices in health and safety, **challenging behaviors and reducing suspension/expulsion**, infant and toddler caregiving, and business and fiscal operations.
  - Inclusion Coaching Project
    - Number of programs supported statewide
    - Number of hours of consulting provided and average hours per program
    - Percent of programs with continuous quality improvement plan

**Goal 3: Parents have information needed to find quality child care and other services that support their child's success in school and life. Child care programs have information to support families.**

**Customer:** Families and child care programs

**Strategies and Key Performance Indicators**

- Support families and child care programs with information on supportive services and through community partners.
  - Number of posts/followers on the multi-media platforms in support of Inclusion Coaching Project
- Support families and child care programs from diverse communities with information that is culturally responsive and available through a variety of methods
  - Number of translated Inclusion family/provider resources
  - Number of persons accessing Inclusion family/provider resources

**Goal 4 Professionals working in child care programs have the knowledge and skills to support children.**

**Customer:** Professionals working in child care programs

**Strategies and Key Performance Indicators**

- Provide a variety of training events statewide offered in multiple formats to meet the diverse needs of professionals working in child care.
  - Inclusion Supports contractor
    - Number of unique courses offered
    - Number of Events and unique attendees
    - Number of free training events and unique attendees
    - Number of low-cost training events and unique attendees
    - Number of linguistically diverse training events and unique attendees
    - Number of online training events and unique attendees
    - Percent of trainings offered publicly
    - Number of persons accessing weekly media updates

- Increase the supply of knowledgeable and skilled adult educators through the approved endorsement processes for trainers and RBPD Specialists.
  - Number of approved RBPD Specialists
  - Number of approved Trainers

**Goal 5: Internal and external customers receive service that is timely, helpful and meets their needs.**

Customer: Parents of young children, child care professionals, child care programs, Professional Development Support staff, other state departments or agencies, contractors, partners, others who request support.

**Strategies and Key Performance Indicators**

- Achieve a high customer satisfaction rate when providing information and services.
  - Service evaluation data
    - Of programs receiving Inclusion Coaching services
      - Percent reporting their needs were met through coaching
      - Percent reporting coach focused on improving the programs practices
- Successfully market child development services through social media and other strategies.
  - Number of social media followers and posts by type
  - Number of Website visitors/hits

## APPENDIX G: PROPOSAL COVERSHEET

The coversheet for your Proposal is below. The RFP must be submitted via email to:

Attention: Linda Vang, Contract Specialist, at [linda.vang@state.mn.us](mailto:linda.vang@state.mn.us)

Subject Header: Inclusion Coaching Project Proposal

<b>Request for Proposals for Grantee(s)</b> to provide Relationship-Based Professional Development Services and Technical Assistance to Support Best Practices for Inclusion of Children of All Abilities in Licensed Child Care Programs.			
<b>Contracting Agency:</b> Use the legal name and full address for the organization.		<b>Contact Mailing Address:</b> (if different)	
<b>Administrator or Director Name:</b>		<b>Contact Name:</b>	
<b>Telephone Number:</b>	<b>E-mail Address:</b>	<b>Telephone number:</b>	<b>E-mail Address:</b>
<b>Authorized Signature and Date:</b>		<b>MN tax ID#:</b>	<b>Federal employer ID#:</b>
		<b>Organization Tax Status: (check one)</b>	
		_____ 501(c)(3)	
		_____ Public Agency	
		_____ Unit of Government	
		_____ Other (describe)	
<b>Total FY 2026 - FY 2027 RFP Proposal Funding request:</b>			<b>\$</b>

## APPENDIX H: SAMPLE STATE GRANT CONTRACT



# Minnesota Department of Children, Youth, and Families Grant Contract

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

## RECITALS

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

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

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

THEREFORE, the parties agree as follows:

## CONTRACT

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

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

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

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

[\[OPTION B\]](#) In the event this CONTRACT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the new agreement is fully executed, whichever is

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

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

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

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

## **2. GRANTEE'S DUTIES.**

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

### **2.2. Grant Progress Reports.**

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

<b>Due Date:</b>	<b>For service period:</b>
<a href="#">Click here to enter date</a>	Prior Choose an item
<a href="#">Click here to enter date</a>	Prior Choose an item
<a href="#">Click here to enter date</a>	Prior Choose an item
<a href="#">Click here to enter date</a>	Prior Choose an item

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

developed, must comply with the [State of Minnesota Accessibility Standard](#),<sup>8</sup> as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

### **3. CONSIDERATION AND TERMS OF PAYMENT.**

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

#### **a. Compensation.**

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

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 69, Chapter 15](#).<sup>9</sup> GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

<sup>9</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>



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

### 3.2. Terms of payment

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

**Pass-through requirements.** GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),<sup>10</sup> Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and GRANTEE agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>11</sup>

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

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<sup>10</sup> <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

<sup>11</sup> <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

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

## 4. CONDITIONS OF PAYMENT.

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

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

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

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

**4.4. Unexpended Funds.**

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

**5. PAYMENT RECOURPMENT.**

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

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

## **6. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

## **8. INSURANCE REQUIREMENTS.**

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

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

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

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

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any

claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

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

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

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

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

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

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

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

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

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

## **8.5. Professional Liability Insurance.**

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

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

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

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

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

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

## **9. INDEMNIFICATION.**

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

- a. Intentional, willful, or negligent acts or omissions;
- b. Actions that give rise to strict liability; or

- c. Breach of contract or warranty.

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

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

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

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

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

### **11.3. Responsibilities.**

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



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

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

## **12. PUBLICITY.**

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

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

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

GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).<sup>12</sup>

### **14. OWNERSHIP OF EQUIPMENT.**

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, [2 C.F.R. § 200.313](#). For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

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

#### **15.1. State audit.**

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

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

**15.3. Federal audit requirements and GRANTEE debarment information.** GRANTEE certifies it will comply with [2 C.F.R. § 200.501, et seq.](#), as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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<sup>12</sup> <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

#### **15.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

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

<https://mn.gov/admin/osp/government/suspended-debarred/>. GRANTEE's certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

##### **a. Instructions for Certification**

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

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

**b. Lower Tier Covered Transactions.**

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

**16. GRANTEE DATA DISCLOSURE.**

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

## **17. JURISDICTION AND VENUE.**

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

## **18. CLERICAL ERRORS AND NON-WAIVER.**

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

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

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

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

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

### **19.3. Entire Agreement.**

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

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

## **20. PROCURING GOODS AND CONTRACTED SERVICES.**

### **20.1. Contracting and bidding requirements.**

- a. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be

competitively awarded based on a minimum of three (3) verbal quotes or bids.

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

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

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

## **21. SUBCONTRACTS.**

GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

## **22. LEGAL COMPLIANCE.**

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

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

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

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

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

## **23. OTHER PROVISIONS**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows



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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

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

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

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

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

Contracts and Legal Compliance Division

Grantee

State Authorized Representative

**2. GRANTEE**

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

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

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

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

**3. STATE AGENCY**

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

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

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

## ATTACHMENT X – DATA SHARING AGREEMENT TERMS AND CONDITIONS

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This Attachment sets forth the terms and conditions in which STATE will share data with and permit GRANTEE to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other Applicable Safeguards that apply to the Protected Information.

General Description of Protected Information That Will Be Shared: Identify data to be shared.

Purpose for Sharing Protected Information and Expected Outcomes: Briefly describe reason for sharing.

STATE is permitted to share the Protected Information with GRANTEE pursuant to: Cite legal authority that permits sharing.

This Attachment neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). The parties therefore agree as follows:

### DEFINITIONS

- A. “Agent” means GRANTEE’S employees, contractors, subcontractors, and other non-employees and representatives.
- B. “Applicable Safeguards” shall mean the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. “Breach” means a Privacy or Security Incident that results in the compromise of the security, confidentiality, or integrity of Protected Information or a Use or Disclosure of Protected Information not otherwise permitted by law.
- D. “Contract” means the Contract between STATE and GRANTEE to which this Attachment is attached.
- E. “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information,
- F. “Individual” means the person who is the subject of Protected Information.
- G. “Privacy Incident” means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- H. “Protected Information” means any information, regardless of form or format, which is or will

be Used by STATE or GRANTEE under the Contract that is protected by federal or state laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.

- I. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- J. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

## **1. INFORMATION EXCHANGED**

- 1.1 This Attachment governs the data that will be exchanged pursuant to GRANTEE performing the services described in the Contract. The data exchanged under the Contract will include: Identify data to be shared.
- 1.2 The data exchanged under the Contract is provided to GRANTEE in order for GRANTEE to: Reason for sharing.
- 1.3 STATE is permitted to share the Protected Information with GRANTEE pursuant to: Legal authority permitting sharing.

## **2. INFORMATION PRIVACY AND SECURITY**

GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by STATE under the Contract, and as it applies to all data created, collected, received, stored, Used, maintained, or disseminated by GRANTEE under the Contract. The civil remedies of Minn. Stat. § 13.08 apply to GRANTEE and STATE.

### **2.1 Compliance with Applicable Safeguards.**

#### **A. State and Federal Safeguards.**

The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the following laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), and agree to abide by the same:

1. Minnesota Health Records Act (Minn. Stat. §§ 144.291 - 144.298);
2. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. §§ 2.1 - 2.67);
3. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, “Confidentiality and Disclosure of Returns and Return Information,” and Publication 1075);
4. U.S. Privacy Act of 1974;
5. Computer Matching Requirements (5 U.S.C. § 552a, “Records Maintained on Individuals”);
6. Social Security Data Disclosure (42 U.S.C. § 1306, “Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services”);
7. Disclosure of Information to Federal, State and Local Agencies (“DIFSLA Handbook” Publication 3373);
8. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
9. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4); and,
10. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](#)<sup>13</sup>

The parties further agree to comply with all other rules, regulations and laws, including as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

**B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## **2.2 GRANTEE Data Responsibilities.**

### **A. Use Limitation.**

1. **Restrictions on Use of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, GRANTEE may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, or state and federal statutes or regulations that apply to the Protected Information.

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<sup>13</sup> See <https://mn.gov/mnit/government/policies/security/>

2. **Federal tax information.** To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), GRANTEE shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

**B. Individual Privacy Rights.** GRANTEE shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** GRANTEE shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments Requested by Data Subject.** Within three (3) business days, GRANTEE must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. GRANTEE must promptly make any amendments to Protected Information as directed by STATE.

**C. Background Check and Reasonable Assurances of Agents.**

1. **Criminal Background Check Required.** GRANTEE and employees of GRANTEE accessing STATE’s Protected Information must submit to STATE or provide evidence of a computerized criminal history system background check (hereinafter “CCH background check”) performed within the last six (6) months before work can begin under the Contract. “CCH background check” is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety’s Bureau of Criminal Apprehension.
2. **Reasonable Assurances.** GRANTEE represents that, before any Agent is allowed to Use or Disclose Protected Information, GRANTEE has conducted and documented a background review of the Agent sufficient to provide GRANTEE with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment, and Applicable Safeguards. GRANTEE shall make available documentation required by this Section upon request by STATE.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. **Privacy and Security Safeguards.** GRANTEE shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Monitoring Agents.**  
GRANTEE shall ensure that any Agent to whom GRANTEE Discloses Protected Information on behalf of STATE, or whom GRANTEE employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees, in writing, to the same restrictions and conditions that apply to

GRANTEE under the Contract and this Attachment with respect to such Protected Information.

3. **Encryption.** According to the state of Minnesota’s “[Enterprise Information Security Policies and Standards](#),”<sup>14</sup> GRANTEE must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
4. **Minimum Necessary Access to Protected Information.** GRANTEE shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete the GRANTEE’S work under the Contract.
5. **Training and Oversight.** GRANTEE shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

**E. Responding to Privacy Incidents, Security Incidents, and Breaches.** GRANTEE will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), “Reporting Privacy Incidents, Security Incidents, and Breaches.”

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, GRANTEE will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, GRANTEE will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, GRANTEE will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
4. **Notification to Individuals and others; costs incurred.**
  - a. **Protected Information.** GRANTEE will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident, Security Incident, and/or Breach is required by law. If such notice is

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<sup>14</sup> <https://mn.gov/mnit/government/policies/security/>

required, GRANTEE will fulfill STATE's and GRANTEE's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."

**b. Failure to notify.** If GRANTEE fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then GRANTEE will reimburse STATE for any costs, fines, or penalties STATE incurs as a result of GRANTEE's failure to timely provide appropriate notification.

**5. Obligation to report to STATE.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, GRANTEE will report to STATE in writing as specified in subsection 2.2(F).

**a. Communication with authorized representative.** GRANTEE will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.

**b. Cooperation of response.** GRANTEE will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.

**c. Information to respond to inquiries about an investigation.** GRANTEE will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

**6. Documentation.** GRANTEE will document actions taken under paragraphs 1 through 5 of this section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by section H, whichever is longer GRANTEE shall provide such documentation to STATE upon request.

**F. Reporting Privacy Incidents, Security Incidents, and Breaches.** GRANTEE will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. GRANTEE will also comply with subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

**1. [OPTIONAL] Federal Tax Information.** GRANTEE will report all actual or suspected unauthorized Uses or Disclosures of federal tax information (FTI). FTI is information protected by Tax Information Security Guidelines for Federal, State

and Local Agencies (26 U.S.C. § 6103 and Publication 1075).

- a. Initial report.** GRANTEE will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of FTI to STATE. GRANTEE will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.
  - b. Final report.** GRANTEE will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of FTI, or upon STATE’s request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.
- 2. [OPTIONAL] Social Security Administration Data.** GRANTEE will report all actual or suspected unauthorized Uses or Disclosures of Social Security Administration (SSA) data. SSA data is information protected by Section 1106 of the Social Security Act.

  - a. Initial report.** GRANTEE will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of SSA data to STATE. GRANTEE will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.
  - b. Final report.** GRANTEE will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of SSA data, or upon STATE’s request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.
- 3. Other Protected Information.** GRANTEE will report all other Privacy Incidents and Security Incidents to STATE.

  - a. Initial report.** GRANTEE will report all other Privacy Incidents, Security Incidents, and Breaches to STATE, in writing, within five (5) calendar days of discovery of Privacy Incident, Security Incident or Breach. If GRANTEE is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident or Breach within five (5) calendar days of discovery, then GRANTEE will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.



- b. **Final report.** GRANTEE will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

**G. Access to Books and Records, Security Audits, and Remediation.** GRANTEE shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. GRANTEE represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with GRANTEE. GRANTEE will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subds. 1(a) and 2(a).
3. GRANTEE agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine GRANTEE's or STATE's compliance with Applicable Safeguards, the terms of the Contract and this Attachment, and accounting standards.
4. GRANTEE will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

**H. Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by GRANTEE, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by GRANTEE for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.5 of this Attachment.

**I. Requests for Disclosure of Protected Information.** If GRANTEE or one of its Agents receives a request to Disclose Protected Information, GRANTEE shall inform STATE of the request and coordinate the appropriate response with STATE. If GRANTEE Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by STATE.

**J. Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of the Contract or this Attachment are less stringent than the Applicable Safeguards, GRANTEE must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, GRANTEE must comply with the most stringent Applicable Safeguard.

**K. Data Availability.** GRANTEE, or any entity with legal control or possession of any Protected Information provided by STATE, shall make any and all Protected Information available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

## **2.3 Data Security.**

**A. STATE Information Management System Access.** If STATE grants GRANTEE access to Protected Information maintained in a STATE information management system (including a STATE “legacy” system) or in any other STATE application, computer, or storage device of any kind, then GRANTEE agrees to comply with any additional system- or application-specific requirements as directed by STATE.

**B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, “Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations;” 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

**C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

## **2.4 STATE Data Responsibilities.**

- A. STATE shall Disclose Protected Information to GRANTEE only as authorized by law.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information to GRANTEE.
- C. STATE shall notify GRANTEE of any known limitations that apply to STATE's Use and Disclosure of Protected Information that would also limit the Use or Disclosure of Protected Information by GRANTEE.
- D. STATE shall refrain from requesting GRANTEE to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

## **2.5 Obligation of GRANTEE Upon Expiration or Cancellation of the Contract.** Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, or directed by STATE, GRANTEE shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it maintains.
- B. GRANTEE shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. GRANTEE and its Agents shall not retain copies of any Protected Information.
- C. In the event that GRANTEE determines that returning or destroying the Protected Information is not feasible, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible. Upon mutual agreement of the Parties that determine return or destruction of Protected Information is not feasible, GRANTEE will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by GRANTEE or its Agents.
- D. No later than five (5) business days after the expiration or cancellation of the Contract, GRANTEE shall provide written verification to STATE that it has disposed of all Protected Information in accordance with the provisions contained in the Contract, this Attachment, and applicable law. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;

2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to STATE; and
  3. The identity of organization name (if different than GRANTEE), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Any costs incurred by GRANTEE in fulfilling its obligations under this Section will be the sole responsibility of GRANTEE.

### 3. INSURANCE REQUIREMENTS

**3.1 Network Security and Privacy Liability Insurance.** GRANTEE shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE shall maintain insurance to cover claims which may arise from failure of GRANTEE's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

GRANTEE is required to carry the following **minimum** limits:

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

**3.2 Privacy Liability Insurance.** The GRANTEE shall maintain insurance to cover claims which may arise from failure of the GRANTEE to ensure the security of not public data stored on the State's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, flash drives, CDs, external hard drives, and carbon sheets, while in the GRANTEE's care, custody, and control. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE is required to carry the following **minimum** limits:

\$2,000,000 – Per Occurrence  
\$2,000,000 – Annual Aggregate.

### 4. INTERPRETATION

**4.1** Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

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