

Department of Children, Youth, and Families Child Safety and Permanency Division

Request for Proposals for a Grantee to provide adoption, concurrent, and permanency planning services.

Date of Publication: February 6, 2026

Minnesota's Commitment to Diversity and Inclusion:

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

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

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1. INTRODUCTION

1.1 Objective of RFP

The Minnesota Department of Children, Youth, and Families, through its Child Safety and Permanency Division (STATE), is seeking proposals from qualified Responders to provide adoption and relative concurrent permanency planning services for children (1) under guardianship of the commissioner of the Department of Children, Youth, and Families or under Tribal guardianship (children under guardianship), or (2) children in out-of-home care whose interests would be best served by a transfer of permanent legal and physical custody (TPLPC). The term of any resulting contract is anticipated to be four years, from July 1, 2026, until June 30, 2030. STATE may extend the contract for up to a total of five (5) years.

[Minnesota Statutes, section 142A.03, subdivision 2\(j\)](#), authorizes STATE to contract with Minnesota licensed adoption agencies or Tribal social service agencies in Minnesota and in good standing to provide adoption services for children under guardianship of the commissioner. For children in out-of-home care whose interests would be best served by a TPLPC to a relative under [Minnesota Statutes, section 260C.515, subdivision 4](#), or equivalent in Tribal code, the commissioner may contract with a licensed child-placing agency or a Minnesota Tribal social services agency to provide permanency services. STATE is authorized to contract with profit and nonprofit organizations and individuals using appropriated funds.

1.2 Proposal due date

Proposals must be submitted on March 13, 2026 by 4:00 p.m. Central Time. This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

1.3 Background

One of STATE's primary goals is to ensure all children have safe, stable, nurturing and permanent families. STATE works with counties, Tribal social service agencies, and private adoption agencies to find permanent families for children under state or Tribal guardianship through adoption or a TPLPC. Children in out-of-home care may have experienced trauma, abuse, multiple moves, and separation from important persons in their lives. Many children under guardianship have mental, emotional, behavioral, or medical disabilities. It is crucial to inform and support caregivers of children with these experiences to effectively meet their needs. Many of these children are members of sibling groups, and in most cases, it is in their best interest to be placed together.

For children who enter foster care and cannot be reunified with their parents or other legal custodians, STATE's goal is for the children to exit out-of-home care into a safe and permanent family. Under certain circumstances, youth have the right to remain in foster care past age 18, up to age 21, which is referred to as Extended Foster Care. STATE staff believe all children and youth deserve a lifelong, committed family through adoption or a TPLPC.

STATE's objective is to fund programs that demonstrate a commitment to more aggressive permanency planning for children who are the most challenging to place in permanent homes, including:

- Sibling groups who need to be placed together,

- Children overrepresented in the population waiting for permanency, such as children of color or Native American children,
- Youth ages 12 to 17 who would otherwise age out of the foster care system without permanency,
- Youth over age 18 (up to 21) in Extended Foster Care, and
- Children and youth who have significant emotional, mental, behavioral and/or medical disabilities requiring specialized caregivers.

Before drafting this RFP, STATE staff elicited feedback from stakeholders to gather information about past successes of the PPPC program, identify areas for improvement, and examine current post-permanency services. STATE continues to elicit stakeholder feedback to ensure PPPC services are structured in ways that best serve children, youth and families.

See Appendix A for additional background information.

1.4 Funding Availability

The total anticipated allocation amount is estimated at \$3.27 million for the contracted services outlined in this RFP for each State Fiscal Year (SFY). Additionally, up to \$1 million will be available for each SFY in DeLink savings, which can be used to fund some proposed services and supplement the allocation for contracted services. These funds are intended to enhance, not supplant, existing resources.

All Responders must include a 25% match to funding awarded for PPPC services. Responders must have a robust plan for matching funds to ensure they support PPPC services beyond grant funding. Ten percent of the 25% match may be in kind donations; Responders may propose a higher percentage of in-kind donation but must include a thorough justification included in the proposal.

Funding will be allocated through a competitive process, reviewed by a committee representing content and, if applicable, community specialists with regional expertise. If selected, 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.

Responder Proposals may, but do not need to, include every service outlined in this RFP. Responders may evaluate their expertise and determine that child-specific recruitment services are not within their current scope of practice. STATE may contract for different services with different agencies. Specific information about expected activities in each PPPC service category is in Section II of this RFP. Proposals should address at least one of these services:

- (a) Agency-specific education, adoption home studies/updates, relative home studies/updates, placement services for children under state or Tribal guardianship, relative concurrent permanency planning services, post-permanency services, and evaluation services, or
- (b) Child-specific recruitment services and evaluation services, if Responder has the expertise to do so and is prepared to develop appropriate programming in the initial months of the contract period, or
- (c) Child-specific recruitment services.

Recruitment of adoptive families

Child welfare data documents a pattern of disparities in the experiences and outcomes for Native American children and children of color. PPPC services support improved outcomes for children overrepresented in the population of children waiting for permanency, especially where relative placement is determined to be a viable option. The STATE expects PPPC agencies to place special emphasis on actively recruiting adoptive families who intend to parent a child representative of Minnesota's waiting children demographics through expanded outreach and recruitment efforts by the Responder. The STATE desires to contract with agencies whose proposals demonstrate a commitment to providing adoption and foster care information to communities that historically may not have adequate information about adoption or children waiting in foster care. The STATE desires to contract with agencies that identify strategies to recruit adoptive families with diverse backgrounds, which include, but are not limited to, families of different ages, educational levels, ethnicities, gender, geographic origin, race, religion, sexual orientation, socioeconomic status and values.

Child-specific recruitment activities

County and Tribal social service agencies are required to complete routine recruitment activities in accordance with the commissioner's policies and procedures, as outlined below for children under state or Tribal guardianship. When routine recruitment activities fail to identify an appropriate adoptive family for a child, county and Tribal social service agencies may contract for more intensive child-specific recruitment activities through PPPC. County and Tribal social services agencies may refer youth for child-specific recruitment services whose interests would be best served by a TPLPC. Youth with a permanency goal of TPLPC may receive child-specific recruitment services focused on identifying and engaging permanent connections.

Child-specific recruitment services eligibility requirements

County and Tribal social service agencies providing child-specific recruitment services have the following eligibility requirements:

1. Children are under state or Tribal guardianship
2. Sibling groups in which the youngest child is age 6 or older, and siblings are to be placed together
3. Children are between the ages of 6 and 21
4. Youth between the ages of 18 and 21 are eligible if they remain in foster care.
5. Youth with a permanency goal of TPLPC are eligible for child-specific recruitment services only.

PPPC child-specific recruitment involves intense efforts and often takes significant time to identify appropriate adoptive families. Responders proposing to provide child-specific recruitment services must demonstrate a commitment to the goals outlined on Appendix A of this request.

Responders proposing to provide child-specific recruitment services will be required to present in proposals a comprehensive plan for how staff will facilitate permanency of older youth through child-specific recruitment via adoption or other allowable permanency arrangements. For youth in extended foster care, this may include the development of permanent relationships as an alternative permanency option. The plan must include a description of the following:

1. Training and supervision of child-specific recruitment staff, including recruitment plan review and recruitment activity supervision. Training should include, but is not limited to, creating recruitment plans, youth engagement strategies, permanent relationships and advocacy skills.
2. Process for developing child-specific recruitment case plans, including county review and approval. This should include youth involvement, preparation for permanency, active efforts to find permanent families and transition into a permanent home.
3. A copy of the agency's child-specific recruitment plan to be used with children and youth.
4. Practices for developing relationships with youth being served, ensuring youth have opportunities to participate in their permanency planning. Additionally, the agency works closely with the permanency team to address resistance to permanency for a youth or sibling group.
5. Relative search and engagement.
6. Process of completing a life book as part of child-specific recruitment services. This plan must include strategies to obtain information, a description of what is included, how service/s will be delivered, how youth will be engaged and curricula utilized. This process should include alternative life book models to meet the child's needs. Finally, a description of how data privacy laws will be adhered to while providing Lifebook services.
7. Ability to plan for serving at least 20 youth per year.

Education, adoption home study, relative home study and child placement services for children under state/Tribal guardianship

Services provided by PPPC agencies will be thoughtfully planned, based on the latest research and evaluations. Work should involve proactive approaches to assist children and families from pre-placement to adoption. Child placement services will be available to pre-adoptive families who plan to adopt children or a sibling group under guardianship. Agencies proposing to provide these services **are required** to present a comprehensive plan for how they will support permanent placements in their proposals. The plan must include:

Education curriculum:

1. A copy of agency-specific education curriculum for potential adoptive parents and relative caregivers, in the initial application and home study phase. Include a description of the planned frequency, format, and location of trainings.

Adoption and relative home study services:

1. A copy of the materials provided to families that clearly outlines the Responder's policy and procedure. Materials must include a clear description of anticipated timelines for clients to receive services. Materials must reflect that they are provided to families before completion of an application for the Responder.
2. Description of practices to support and engage families during early stages of the application and home study process and must include policies for regular and ongoing communication to families.
3. Description of practices to prepare families, including relatives, for a permanent placement, including home study assessment practices, assistance with full disclosure, crisis planning and ensuring necessary services are in place before placement.
4. Description of the Responder's process of modifying services to ensure the unique needs of relatives are met, including how the agency will meet the needs of relatives in cases in which a transfer of permanent physical and legal custody (TPLPC) has been identified in the best interest of the child or youth.

Child placement services:

Describe the Responder's:

1. Practices to support families during the placement period
2. Strategies used to ensure every family has the necessary resources in place at the time of adoption, or soon after, particularly regarding changes in county of responsibility
3. Placement support planning, after-hours crisis services that families are educated about as part of the program; this description must outline how adoptive families will have a resource to contact outside of business hours for crisis or emergency purposes
4. Continuing education to be provided to families regarding the match they have with a child, and information specific to the child to be placed in their home; this continuing education would be child-specific, intended to be provided to families matched with a child/ren, and families who had placement of a child/ren or youth
5. Education provided to families who have a child placed and are approaching finalization; this must include information about available resources and services to access post-permanency through this contract.

PPPC agency staff are responsible for collaborating with county and Tribal social service agency staff to ensure roles and responsibilities are agreed upon before placement. Contracting with a PPPC agency does not recuse county or Tribal social services agencies from continued responsibilities.

Relative permanency services

The STATE desires to contract with agencies that will outline various ways to engage and develop strong relationships with relatives and kin to help them become permanency resources for relative children in out-of-home care. Agencies assist and provide outreach to relatives or kinship families who intend to parent a child under state or tribal guardianship, or child in out-of-home care referred by a county or tribal social service

agency. If a county or Tribal social service agency is referring a child's relative or kin for this service, it certifies that an individual is a relative or kin to the child, as defined by Minnesota Statutes 260C.007, subd. 27, and the intention is for permanency planning purposes. Responding agencies interested in contracting for relative services must submit a description of their plan to maintain a high-quality relative permanency services program. The description requirements are noted below.

The plan must include a description of:

1. How the Responder will engage and support relatives throughout their application and home study process.
2. Responder's practice regarding assessment of relative's capacity to be a permanency resource via adoption or a TPLPC. This description must include the Responder's practices to assess the family's capacity to navigate complex family relationships and ensure positive relationships with the child's birth family are maintained.
3. Responder's practices regarding support and engagement of relatives during the period before reunification, termination of parental rights, or TPLPC.
4. Education provided to families who have placement of a child in their care as a concurrent permanency planning resource. This must include information on the importance of visitation between children and their birth family. Also, the education must provide information about the permanency process for adoption and/or a TPLPC.

Post-permanency services

Department staff value supporting families who come forward to adopt children under guardianship or be a permanent resource for children via a TPLPC. The STATE is interested in contracting with agencies that demonstrate the capacity to support both permanent families and their children in the long term. Responders must submit a plan describing their agency's post-permanency services for families who have adopted children under state or Tribal guardianship or was permanency resource for children via a transfer of physical and legal custody (TPLPC). This plan must include a description of the Responder's:

1. Strategies to increase awareness and utilization of post-permanency services available through the PPPC contract
2. Strategies the Responder utilizes to engage families in post-permanency services
3. Practices regarding case planning for post-permanency services, as well as a copy of the Responder's post-permanency services case plan
4. How the Responder maintains relationships with applicable county staff who may refer families for post-permanency services
5. How families currently active with the agency are informed about post-permanency services available after finalization of adoption or transfer of physical and legal custody (TPLPC).

Evaluation Services

Determining the effectiveness of PPPC contract services will ensure permanency efforts are effective and permanency professionals will be able to better understand what activities may be most helpful to overcome barriers to permanency.

Responding agencies may propose services to evaluate and determine the effectiveness of PPPC activities. Proposed evaluation activities must provide an evidence-based understanding of which services and strategies are effective and beneficial to children, youth and families receiving PPPC permanency services.

The STATE is seeking proposals from responding agencies to thoroughly review and assess the effectiveness of all PPPC contract services. Child-specific recruitment service activity must evaluate child-specific recruitment activities utilized are beneficial to a youth in need of permanency. Only responding agencies who intend to provide PPPC contract services may propose evaluation services. Only responding agencies that intend to provide child-specific recruitment services may propose child-specific recruitment activity evaluation services. Evaluation proposals must include the following:

1. Proposed evaluation services, and how these services would determine the effectiveness of PPPC contract activities
2. Plan for when the Responder can begin implementing evaluation services, including an outline of steps it must take to start implementation, and a timeline for completion of each action step
3. The Responder's involved staff's experience and credentials in the provision of proposed evaluation services
4. Proposed costs for evaluation services, and how costs were developed. (Note: Costs associated with proposed services should mirror other costs in this contract that were developed based on averages and paid on completion of services. Such proposed costs must be agreed upon by the STATE and deemed reasonable and may be subject to adjustments before a contract is entered into. No indirect costs shall be paid. Include Responder's financial and/or in-kind contributions.)

Responder outreach and marketing efforts

Agencies responding to this RFP must include a thorough description of the strategies their agency will implement to ensure that their target audience and referral sources are aware of the PPPC services available. Outreach and marketing efforts must be specific to increasing awareness of the Responder's PPPC services. This description must include detailed goals with timelines, anticipated reach of identified activities, how each PPPC service will be addressed and how the Responder will regularly evaluate the effectiveness of the efforts. The description must include who will manage these activities. Additionally, this description must include how these marketing and outreach efforts will increase awareness of the PPPC services for potential donation and funding sources for the Responder. Finally, the Responder must include in the description how these efforts will be reported quarterly to the authorized representative at the Department of Children, Youth, and Families.

Responder staff and practices

Consistency of services to children, youth and families through this program is important. Agencies responding to this RFP will include a description of strategies they utilize for employee onboarding, support and strategies to maintain employee retention. Minimally, the description should include:

Staff training topics such as:

1. Adoption, including older youth adoptions, which must include a description of ongoing training requirements for these staff topics
2. Relative services, including relative concurrent permanency planning and TPLPC
3. Workforce well-being and secondary trauma
4. Disparities present in the child welfare system and responding agencies' procedures to ensure equitable outcomes for children, youth and families.

Responder practices such as:

1. Responder plan to ensure caseloads remain at levels that promote quality service and employee well-being
2. Outline of Responder practices to keep management and leadership workloads at a level that promotes quality supervision and leadership to staff
3. Outline of Responder practices if demand for services is higher than staff capacity, and a waiting list must be implemented; the outline description of the responding agencies' practices must include how the Responder will:
 - a. Ensure individuals are aware of other PPC agencies available that provide the same service
 - b. Ensure individuals are adequately informed of a waiting list and anticipated wait time before referring clients or completing an application for services
 - c. Maintain regular communication with clients on a waiting list, as well as their department-authorized representative on waiting list status.

2.2 Tasks and Deliverables

1. **Agency-specific education:** Train and educate potential adoptive families, including relatives, about agency-specific information and the adoption process. Responding agencies may deliver training on an individual basis or in a group format to potential adoptive families. Agencies will seek out appropriate resources to meet the needs of potential adoptive families who wish to attend the training, such as interpreters. Agency-specific education must be provided before the completion of the home study process. If prospective adoptive parents are relatives of a child under guardianship, the responding agencies may, after an appropriate assessment, elect to complete a home study without the completion of the full requirements of agency-specific education.

Requirements: If a family has completed an equivalent training, the curriculum must be reviewed by the Responder and documented in the adoptive family's file to be utilized in lieu of any department-approved education. This documentation should include: (1) an outline of the completed curriculum, and (2) how the Responder determined the completed education is equivalent to the education

provided through department-contracted organizations. Each of the topics below must be addressed during training:

1. Responder orientation
2. Application and home study process
3. Licensing expectations, roles and responsibilities as a licensed adoptive parent
4. Overview of the matching process, and tips for families on ways to be their own advocate, such as discussion and/or activities related to the importance of self-care
5. Discussion of concurrent planning and how families can have an ongoing assessment of their capacity to serve as a relative concurrent permanency resource family successfully
6. TPLPC process
7. Creating a support network and support plan families can use when experiencing challenges
8. Discussion of how previous individual and family experiences can impact parenting, and
9. Discussion about resources for families while waiting to be matched.

Reimbursement: Full payment to the Responder upon individual or couples' completion of the agency-specific education. Responding agencies must provide families with a certificate of completion that includes an outline of the information covered and the amount of time spent on each topic. It is not required that each of the above topics be a separate presentation during training, as many of the topics may overlap.

Agency-specific education services, including the required elements, must be a minimum of four hours.

Maximum Payment: \$75 per individual trained.

2. **Adoption home studies:** Assess families' ability to parent child(ren) under state or Tribal guardianship using the [commissioner's designated format](#).

Requirements include:

- Only families intending to adopt children under guardianship of the commissioner, or under Tribal guardianship, are eligible for payment. PPPC agencies must provide a written disclaimer to families before they begin the home study process, stating that the adoption home study may only be used for purposes related to the PPPC contract. This disclaimer should be signed by both Responder staff and family. The disclaimer should clearly describe expectations regarding payment if a family elects to use the adoption home study for an alternative purpose.
- Families must complete an approved pre-adoption education training through a STATE-contracted organization. If a family completes an equivalent training, the curriculum must be reviewed and documented in the family's file and used in place of department-approved education.
 - Home study summaries must be completed in accordance with the [commissioner's designated format](#).
 - A home study approved only for adoption is valid for one year; those approved for adoption and foster care may be valid for two years, in accordance with Minnesota foster care licensing standards, Minnesota Statutes, section 245A.16, subdivision 1(f), and the purposes of this RFP.

Responding agencies are expected to provide home study updates for approved families who have not had a child placed with them, in accordance with Minnesota foster care licensing standards, as outlined in Minnesota Rules 2960. Also, families who wish to remain on the [State Adoption Exchange](#).

- Responder must provide education on the following topics:
 - Full disclosure of children's social and medical history, reviewing ways families can be their own advocates
 - Overview of the adoption process, from a match to finalization, including a description of the adoption placement support plan
 - Information on resources for families while they complete their home study, emphasizing the importance of connecting with resources early.

Note: The maximum time for completing a home study is four months. Home studies begin on the date a family completes an adoption study application.

Reimbursement: Full payment upon completion of a home study and registration on the [State Adoption Exchange](#).

Maximum payment: \$3,200 on completion of a home study.

3. Adoption home study updates: Updates of existing home studies are required for any prospective adoptive parent(s) who previously adopted, and prospective adoptive parent(s) who completed an adoption home study but do not have an adoptive placement and wish to remain active on the [State Adoption Exchange](#). An adoption home study update must meet the following requirements:

- If not previously done for an original home study, the Responder must provide a written disclaimer to prospective adoptive families before they begin their home study update, stating the STATE's priority for recruitment for this PPPC contract. PPPC agencies must provide a written disclaimer to families before they begin the process, stating that the adoption home study may be used only for purposes related to the PPPC contract. This disclaimer should be signed by both Responder staff and family. It should clearly describe the expectations regarding payment if a family elects to use the adoption home study for an alternative purpose.
- Families must have completed approved pre-adoption education through a STATE-contracted organization within the past five years. If the family completed an equivalent training curriculum, it must be reviewed and documented in the family's file and utilized in place of an approved pre-adoption education. Prospective adoptive families must have completed agency-specific education.
- Prospective adoptive parent(s) must be registered on the [State Adoption Exchange](#).
- Home study updates must be completed in accordance with the [commissioner's designated format](#).
- Responder completes a home study education review of the following topics:
 - Fully disclose the child's social and medical history, reviewing ways families can be their own advocates

- Overview of the adoption process, from a match to finalization, including a description of the placement support plan
- Information on resources families can connect with while they complete their home study, emphasizing the importance of connecting with resources early.
- A home study update approved only for adoption is valid for one year. A home study approved for adoption and foster care may be valid for two years in accordance with the Minnesota foster care licensing standards outlined in [Minnesota Statutes, section 245A.16, subdivision 1\(f\)](#), and the purposes of this RFP. Responding agencies are expected to provide home study updates for approved families who have not had a child placed with them in accordance with the Minnesota foster care licensing standards, as outlined in [Minnesota Statutes, section 245A.16, subdivision 1\(f\)](#). Also, families who wish to remain on the [State Adoption Exchange](#).

Note: The maximum time to complete a home study update is four months.

Reimbursement: Full payment upon: (1) Completion of a home study update **and** continued registration on the [State Adoption Exchange](#), **or** (2) Completion of a home study update, placement of a child under state or Tribal guardianship in an adoptive family's home, and a signed an Adoptive Placement Agreement (APA) from the adoptive family after completion of the home study update.

Maximum payment: \$1,200 on completion of a home study update.

4. **Matching Program Fee:** Responder will provide support services to prospective adoptive families following home study approval. These activities may include but are not limited to coordination with the county or Tribal social services agency, matching efforts, recommending education opportunities and supporting the prospective adoptive family.
 - I. Responder ensures the prospective adoptive family remains active on the [State Adoption Exchange](#).
 - II. Responder must maintain documentation of activities regarding the adoptive family's home study, including:
 - a. When and where a home study was submitted
 - b. Whether a home study was submitted generally or for a specific child
 - c. Documented communication to the family, such as emails or phone contact about possible matches, and the nature of the communication
 - d. How the prospective adoptive family responded to inquiries
 - e. A Responder's perspective on possible reasons for lack of activity, if no activity has been generated on a home study
 - f. Discussion with the prospective adoptive family on their matching activity at a minimum of every three months after completion of home study, until a placement is made or the family withdraws from services
 - g. Promotional activity documentation to reflect the family's adoption profile, and that information was promoted for purposes of matching with a waiting child; promotional activity can include, but is not limited to, listing a prospective adoptive family on the

statewide adoption recruitment email list, or presenting a family's adoption profile at task force meetings.

Reimbursement: Full payment upon completion of a home study and/or update and continued active registration on the [State Adoption Exchange](#).

Maximum payment: \$1,000 upon completion of an original home study or home study update.

- 5. Relative outreach service:** Assist and provide outreach to relatives or kinship families who intend to provide permanency to a child in out-of-home care referred by a county or Tribal social service agency. This service is intended to provide outreach and engage relatives or kinship families in starting their home study process for permanency purposes.

Requirements: If a referral is for concurrent planning purposes, and children are in out-of-home care, then the children to be placed in a relative's or kin's care must be age 6 or older at the time of placement. If the child(ren) to be placed in a relative's or kin's care are part of a sibling group, at least one of them must be age 6 or older at the time of placement to be eligible for relative outreach services. PPPC agencies must also assist county or Tribal social service agencies, as requested, with establishing appropriate contact plans between child(ren) and identified relatives or kin, if the relative or kin is not going to proceed with a home study.

Requirements of relative outreach services include:

- Documented monthly communication with the referring county agency to discuss relatives' or kin's progress on their home study
- Have bimonthly contact with relatives or kin to follow up on progress and questions
- Hold face-to-face meetings to assist relatives with the home study process and paperwork at least once a month
- Complete a summary to outline services provided, included in the file, if relatives do not proceed with a home study.

Reimbursement: \$1,500 upon each relative outreach summary completed.

- 6. Relative home study:** Assess a relative's or kin's ability to parent child(ren) under state or Tribal guardianship, or a child in out-of-home care referred by a county or Tribal social service agency for a concurrent planning resource home study or adoption and completion of [commissioner's designated home study format](#). It is recommended that relatives complete pre-adoption education and agency-specific education before commencing with a relative home study. Responding agencies may, after appropriate assessment, elect to complete a home study without completion of full training requirements.

Requirement: A county or Tribal social service agency may request a Responder to complete a relative home study after it and the Responder have shared all relevant information about the child(ren) to be placed to a relative, and the relative has an interest in being a permanency resource for the child(ren). If more than one relative is identified as a possible resource for child, a county or Tribal social service agency may concurrently request more than one home study.

- Responder must ensure all relevant information about potential relative concurrent permanency resource or adoptive family is shared with the county or Tribal social service agency .
- If a decision is made not to place the child with the relative, PPC agencies must assist the county or Tribal agency, as requested, with establishing appropriate contact plans between the identified child(ren) and the relative or kin. If a referral is for concurrent planning purposes and the child is in out-of-home care, the child to be placed in a relative's or kin's care must be age 6 or older at the time of placement. If children to be placed in a relative's or kin's care are part of a sibling group, at least one of them must be age 6 or older at the time of placement to be eligible for a relative home study.

The Responder provides education during the home study on the following topics:

- Full disclosure of the child's social and medical history, and how families can be their own advocates
- Overview of the adoption process, from placement to the finalization, including a description of the concurrent placement support plan
- Information on resources prospective families can connect with while they complete their home study, emphasizing the importance of connecting with resources early
- Child-specific education identified by the Responder to ensure preparation for the prospective relative permanency family.

Note: The maximum time for completing a home study is less than four months; however, the Responder may document reasons why the process would exceed this timeline. Home studies begin on the date a family completes the [Minnesota Adoption and Foster Care Application](#).

Reimbursement: Full payment upon completion of a relative home study and identified tasks within the Child-specific Services Agreement (CSSA).

Maximum payment: \$3,500 upon completion of original relative home study.

7. Relative home study updates: In cases where an identified relative or kin has a previous home study, a relative home study update is required. Assess the relative's or kin's ability to parent children under state or Tribal guardianship or a child in out-of-home care referred by a county or Tribal social service agency for a concurrent planning resource home study or adoption, and completion of [commissioner's designated home study format](#). It is recommended that relatives complete pre-adoption education and agency-specific education before starting a relative home study. Responding agencies may, after appropriate assessment, elect to complete a home study without completion of full training requirements

Requirements: A county or Tribal social service agency may request a Responder to complete a relative home study update for relatives who have a previous home study after a county or Tribal agency and Responder shared all relevant information about the child(ren) to be placed fully disclosed child's history and background to the relative, and they have an interest in being a permanency resource for child(ren).

If a decision is made not to place a child with a relative, PPC agencies must also assist county or Tribal agencies, as requested, with establishing appropriate contact plans between the identified child(ren) and relatives or kin. If a referral is for concurrent planning purposes and the child is in out-of-home care, the child must be placed in a relative's or kin's care, and the child must be age 6 or older at the time of placement. If the children being placed are part of a sibling group, one of them must be at least 6 years old at the time of placement to be eligible for a relative home study.

The Responder provides education during the home study update on the following topics:

- Full disclosure of child's social and medical history, and how families can be their own advocates
- Overview of the adoption process, from placement to finalization, including description of the concurrent placement support plan
- Information on resources families can connect with while they complete their home study, emphasizing the importance of connecting with resources early
- Child-specific education identified by the Responder to ensure preparation for the prospective relative permanency family.

Note: The maximum time for completing a home study is less than four months; however, the Responder may document reasons why the process would exceed this timeline. Home studies start on the date the family completes the [Minnesota Adoption and Foster Care Application](#).

Reimbursement: Full payment on completion of a home study update and identified tasks in the Child-specific Services Agreement (CSSA).

Maximum payment: \$1,500 upon completion of a home study update.

8. Relative Services Fee: Responder will provide support services to a relative prospective permanency family following home study approval. These activities may include, but are not limited to, coordination with the county or Tribal social services agency, support to the prospective relative family and coordination of support services.

- I. Responder must maintain documentation of activities regarding the relative adoptive family's activity as an approved resource, including:
 - a. Documentation of coordinating communication with the county or Tribal social service agency, as well as documentation of preparation for transition planning, if applicable
 - b. Documented communication to the family, such as emails or phone contact
 - c. Documented contact with the county or tribal social service agency
 - d. How the prospective relative permanency family responded to communication.

Reimbursement: Full payment upon the completion of a home study and/or update for a relative family through this program. If the relative study is not approved, it is not eligible for reimbursement.

Maximum payment: \$1,000 upon completion of an original relative home study or relative home study update.

- 9. Child-specific recruitment services:** Child-specific recruitment involves intensive efforts to identify an appropriate permanent family for children and youth who are ages 6 to 21, as well as sibling groups. For youth ages 18 and older, child-specific recruitment services can be provided as long as the youth remains in foster care. Child-specific recruitment services may be used when a county or Tribal social service agency documents that no permanent family has been identified for a specific child or sibling group under state or Tribal guardianship through routine recruitment activities. Recruitment services cover six full months of activity and may be renewed.

Requirements include:

- Extensions may be granted up to four times beyond the original four recruitment periods, with approval from the STATE.
- Child-specific recruitment must include a six-month recruitment plan prepared by the Responder that identifies specific tasks it will complete to find a permanent family for the child or sibling group, as well as the Responder's plan for engaging the child or sibling group in the permanency planning process. The county or Tribal agency and Responder shall review all necessary services in their entirety to formulate a comprehensive child-specific recruitment plan. It may be necessary to develop different recruitment plans for siblings, depending on the individual needs of each child.

Child-specific recruitment plans must meet the following requirements:

- A child-specific recruitment period one plan must be completed within 60 days of the start of the first recruitment period. All subsequent child-specific recruitment plans must be completed concurrently with a new Child-specific Service Agreement (CSSA) signed by county or tribal and Responder.
- An outline of proposed recruitment methods and tasks to be completed during the six-month recruitment period, such as completion of a travel file; photographs; creation of flyers, videos or other tools and plans for distribution; targeted recruitment efforts in identified communities and related tasks; relative/kin search; decision-making work with a foster parent considering adoption; reestablishing connections with birth family or other important people; completion of permanency pacts (or similar); and other child-specific activities that may lead to identification of a permanent resource.
- Identification of individuals with whom the child or youth has had past positive relationships, and plans for contacting those individuals, with approval of the county or Tribal social service agency, to determine if they could be an adoption resource, or willing to commit to another type of supportive, permanent relationship.
- An engagement plan with the child or youth with tasks to be completed during the six-month recruitment period, including frequent face-to-face visits and life book work. Life book work can include talking about important individuals, memories, or a child or youth's history.

- A child-specific recruitment plan for how the Responder will work with the entire permanency team, including the child's current foster parents or care provider, to maximize collaboration among the following entities. This plan shall:
 - Include a section summarizing activities completed during the previous recruitment period, including successes, challenges, and failures, as well as brief summaries of contacts with youth and permanency team members. Summaries must include completed dates of recruitment activity completion, dates and a short summary of face-to-face contact.
 - Provide a summary of the skills needed in a prospective adoptive family, and recommended education to be completed before placement of a child or youth.
 - Is submitted to both the county agency and the STATE on completion for signatures.
- Responder is responsible for conducting an in-depth review of the child(ren)'s case file at the county or Tribal social service agency during the initial recruitment period. This process provides the Responder with necessary information to create a child-specific recruitment plan, summary information and life books.
- Responder staff must complete a life book with all children receiving child-specific recruitment services. This includes adding to the child's current life book, if applicable. Department staff recognizes that while a life book may be a product, activities that surround development of it are critical to relationship-building between responding child and the Responder worker. Responder must submit plans describing its process of completing a life book including a:
 - Comprehensive description of what is included in life books completed by Responder staff, as well as typical strategies used for obtaining information
 - Description of how the service will be delivered and what responding agencies may plan to do with life books on an individual basis and/or in a group setting
 - Description of whether and how children and youth are included in the process of completing a life book
 - Copy of any curriculum or templates used for developing life books
 - Alternative plans if a youth is not open to completing a life book to engage the youth in exploring the timeline of their life in a way meaningful to them
 - Procedure to ensure data privacy law compliance while providing life book services.
- Responder must provide family and child preparation services, including:
 - Ensuring full disclosure; this entails responding to agency work products with county or Tribal agency staff in reviewing a child's file in its entirety, thus ensuring all relevant information was disclosed, in writing.
 - Sharing information about a potential adoptive family with a child, when appropriate.
 - Coordinating pre-placement meetings/visits in partnership with the county or Tribal agency.
 - When a child is not going to be placed with a family not approved through the PPPC program and the Responder is not providing child placement services, a child-specific recruiter must then initiate and ensure completion of a placement support plan. There must be a clear and specific placement support plan for an adoptive family before adoptive placement, and in partnership with the county or Tribal agency. A placement support plan should include detailed information about new service providers and parties responsible for locating and

initiating needed services, as well as resources for families in the event of a crisis. Copies of this plan must be given to the adoptive family and each member of the permanency team.

- When a child is going to be placed with a family approved by a PPC agency, and their home study worker is providing child placement services, the family's home study worker is responsible for ensuring implementation and completion of a placement support plan. Each PPC agency ensures that a copy of completed plans must be included in both the child's and the family's files.
- A child-specific recruiter must complete a child-specific recruitment placement plan identifying how they will support the adoptive placement, end recruitment relationships with children, and transition from their role on the permanency team. The child-specific recruitment placement plan must be completed before the adoptive placement.
- Responding agencies must ensure a minimum of one face-to-face contact per month with child(ren) and youth, with the first visit occurring within 30 days of the initial recruitment period. The plan for face-to-face contact should consider the process of engaging and building relationships. More frequent face-to-face contact may be necessary during the initial phases of building relationships with a child(ren) or youth, or during times of transition. Engagement activities with child(ren) and youth should include efforts to ensure they are prepared for adoption. Virtual technology may be used for face-to-face visits, with documentation to include a description of engagement strategies and how contract requirements will be met during remote visits. If virtual technology is utilized for face-to-face visits, in-person visits should be conducted at least quarterly.
- Responding agencies must maintain caseloads of no more than 12 open child-specific recruitment cases (current agreements for child-specific recruitment services) per full-time recruiter.

Reimbursement: Responding agencies will be reimbursed for child-specific recruitment services as follows:

- Responding agencies will submit the Child-specific Service Agreement (CSSA) signed by county and PPC agency staff to the STATE at initiation of services. Sibling groups will be considered as one unit when recruitment activities are conducted to place them together, and they are in the same placement. If youth receiving recruitment services are in Extended Foster Care, the CSSA must include the youth's signature.
- Responding agencies must follow service requirements in the STATE-approved CSSA for child-specific recruitment, and child(ren) must be registered on the [State Adoption Exchange](#).
- If continued recruitment is needed after the initial six-month period, responding agencies must complete a subsequent child-specific recruitment plan and a CSSA for each additional renewal. All subsequent plans must include completed, continuing and additional child-specific recruitment activities submitted to the STATE along with the signed CSSA. All recruitment plans must be signed by county agency staff, acknowledging receipt of the plans, and include staff agreement with the recruitment activities.

Maximum payment is:

- A total of \$7,500 for each six-month period of active recruitment for a child or sibling group. Funding is prorated accordingly, as follows:

- Responding agencies may invoice the first 50% (\$3,750) at the commencement of child-specific recruitment.
- Responding agencies will receive the second 50% (\$3,750) at completion of six months of activity.
- If a child is placed for adoption any time after the third month, but before the sixth month ends, responding agencies will receive the final 50% (\$3,750) payment.
- If a child is placed for adoption any time after the initiation of the CSSA, but before the third month ends, the Responder will submit a cancellation request for the final 50% (\$3,750) payment.

10. Transitional child-specific recruitment services: Child-specific recruitment involves intensive efforts to identify an appropriate adoptive family for children and youth ages 6 to 21, and sibling groups. For youth ages 18 and older, these services can be provided as long as the youth remains in foster care or Extended Foster Care. Transitional child-specific recruitment services may be provided to a child or sibling group that has received child-specific recruitment services, and may begin after an adoptive placement, as indicated by a signed Adoption Placement Agreement (APA). Transitional child-specific recruitment services are provided for three months.

Requirements:

Transitional child-specific recruitment services must include development of a Child-specific Recruitment Placement Plan within 14 days of an adoptive placement. The plan must be developed in cooperation with the adoptive family, must be submitted to the county or Tribal social service agency, and the STATE upon completion. The plan must include:

- An outline of specific tasks to be completed by a recruiter over the three-month recruitment period supporting an adoptive placement, such as:
 - A plan for engagement with children or youth, and the frequency of face-to-face visits, completing the life book work, and an outline of roles and responsibilities for all Responder staff supporting placements.
 - A plan for termination of a recruitment relationship, if applicable.
 - When two PPPC agencies are involved in child placement services and transitional child-specific recruitment services, Responder staff must meet with placement families in person within seven days of an adoptive placement to discuss respective roles and responsibilities. There should be a specific outline of roles for staff between the two PPPC agencies included in a child-specific recruitment placement plan. A summary of this discussion must be added to a child-specific recruitment placement plan.
- Placement support plan, if a child is:
 - Not going to be placed with a family approved by a PPPC agency, and no PPPC agency providing child placement services is available. A child-specific recruiter must then initiate and ensure completion of a placement support plan. There must be development of a clear and specific placement support plan for an adoptive family before adoptive placements, in partnership with a county or Tribal social service agency. The placement support plan should

include detailed information about new service providers and the responsible parties for locating and initiating needed services, as well as resources for families in the event of a crisis. A copy of this plan must be given to adoptive families and each member of the permanency team.

- To be placed with a family approved by a PPC agency, and a family's home study worker is providing child placement services through a contract. A family's home study worker is responsible for ensuring implementation and completion of a placement support plan. A copy of the completed plan must be obtained and included in the child's file for the family's home study worker and child-specific recruiter. PPC agencies should include a copy of the placement support plan in their file.

Reimbursement: PPC agencies will be reimbursed for transitional child-specific recruitment services as follows:

- Responding agencies will submit for approval of a child-specific recruitment placement plan at the commencement of a CSSA. All recruitment plans must be signed by county agency staff acknowledging receipt of a plan, and the staff are in agreement with the recruitment activities. Sibling groups are considered as one unit when placed together and in the same adoptive placement. If youth receiving recruitment services is in extended foster care, the CSSA must include the youth's signature.
- Responding agencies must follow service requirements in the STATE-approved Child-specific Services Agreement (CSSA) for transitional child-specific recruitment.

Payment: \$3,250 for each three-month transitional recruitment period for child/sibling group. A maximum of two periods will be approved, a maximum of \$6,500.

11. Alternative child-specific recruitment services: Child-specific recruitment involves intensive efforts to identify an appropriate adoptive family for children and youth ages 6 to 21, and sibling groups. For youth ages 18 and older, these services can be provided as long as the youth remains in foster care or Extended Foster Care. Alternative child-specific recruitment services may be used when a county or Tribal social service agency documents that no family has been identified for a specific child or sibling group under state or Tribal guardianship through routine recruitment activities and is unavailable or unwilling to meet with a child-specific recruiter. Alternative child-specific recruitment services cover six full months of activity.

Requirements include:

- Child-specific recruitment must include a six-month recruitment plan prepared by the Responder that identifies specific tasks it will complete to find a family for a child or sibling group. The county or Tribal social service placing agency and Responder shall review all necessary services in their entirety to formulate a comprehensive child-specific recruitment plan. It may be necessary to develop different recruitment plans for siblings, depending on the needs of the children.
- The alternative child-specific recruitment plan must be completed within 30 days of the start of services. The 30-day recruitment plan must be submitted to the STATE. Any subsequent recruitment plans must be completed concurrently with a new Child-specific Service Agreement (CSSA), signed by

county or Tribal social services and PPC agency staff, and submitted to the STATE. If a youth receiving recruitment services is in extended foster care, the CSSA must include their signature. The plan must include:

- An outline of proposed recruitment methods and tasks to be completed during the six-month recruitment period, such as completion of a travel file; photographs, including Heart Gallery referral; creation of flyers, videos or other tools and plans for distribution; targeted recruitment efforts in identified communities and related tasks; relative/kin search; decision-making work with a foster parent considering adoption; reestablishing connections with birth family or other important persons; completion of permanency pacts (or similar); and other child-specific activities that may lead to identification of a permanent resource.
- Identification of individuals with whom the child or youth has had positive relationships in the past and plans for contacting those individuals with the approval of county or Tribal social service agencies to determine if those individuals could be adoption resources or are willing to commit to another type of supportive, permanent relationship.
- A plan for how the Responder will work collaboratively with the entire permanency team, including the child's current foster parents or care provider, to maximize collaboration among these entities.
 - The plan shall provide a six-month summary and include a section summarizing activities completed during the previous recruitment period, including successes, challenges and failures, as well as a brief summary of contacts with permanency team members, if applicable. The lists of contacts must include brief descriptions of activities completed.
 - The plan should provide a summary of skills needed in a prospective permanent family, and recommended education to be completed before placement of the child or youth.
- Any recruitment plan that is completed concurrently with a Child-specific Service Agreement (CSSA) is submitted to both the county agency and the STATE upon completion. County agency staff must sign the alternative recruitment plan, approving the plans and activities outlined.
- Responding agencies are responsible for conducting an in-depth review of the child(ren)'s case file at the county or Tribal social service agency during the initial recruitment period. This review provides information on recruitment plans and any summary information created, as well as providing information that may be needed for a life book.
- If a child will be placed with an adoptive family while there is an open alternative child-specific recruitment service, the Responder must provide education on family and child preparation to the permanency team. This must include, but is not limited to, full disclosure, placement support plan template, placement support recommendations and transition recommendations. This can be provided verbally or in written format to the permanency team.
- Child-specific recruiters must complete a closing summary for alternative recruitment services provided to the county agency. This summary should outline recruitment activities completed and recommendations for the permanency team to include in future recruitment services. Closing summaries should include a plan for information gathered during the recruitment period given to county agency, so recruitment activities continue.

Reimbursement: PPC agencies will be reimbursed for alternative child-specific recruitment services as follows:

- Responding agencies submit the Child-specific Service Agreement (CSSA) signed by county and PPC agency staff to the STATE at initiation of services. County agency staff must sign the alternative recruitment plan, approving the plans and activities outlined. Sibling groups are considered one unit when recruitment activities are conducted to place siblings together, and in the same placement. If the receiving recruitment services is in extended foster care, the CSSA must include their signature.
- PPC agencies must complete a subsequent child-specific recruitment plan and Child-specific Service Agreement (CSSA) for each additional renewal, if continued recruitment is needed after initial six-month period. All subsequent plans must include completed, continuing and additional child-specific recruitment activities submitted to the STATE, along with the signed Child-specific Service Agreement (CSSA).

Payment: \$6,500 for each six-month period of active recruitment for a child or sibling group.

12. Intensive Child-specific recruitment service: Intensive child-specific recruitment services are intended to be a time-limited service to identify an appropriate adoptive family for children and youth who are ages 6 to 21, as well as sibling groups. Intensive child-specific recruitment services cover six full months of activity, may be renewed once, and may be provided concurrently with other child-specific recruitment services.

Responder may provide intensive child-specific recruitment services for youth who are under the guardianship of the commissioner or Tribal guardianship. If the youth is currently receiving or has received PPC child-specific recruitment services, the youth must have received at least four general recruitment periods by a PPC agency to be eligible. For youth ages 18 and older, child-specific recruitment services can be provided if the youth remain in foster care.

Requirements Include:

- I. Intensive Child-specific Recruitment Action Plan: A comprehensive outline of proposed services detailing how action items will enhance and not supplant any current child-specific recruitment activities. The action plan must include the following:
 - a. An action item from each category in the following areas:
 - i. **Permanency team engagement:** Coordinate a consult with the permanency team to discuss child-specific recruitment. This discussion could include identifying strategies to incorporate into the current child-specific recruitment plan, educating the permanency team and exploring alternative permanency options.
 - ii. **Circle of support engagement:** Coordinate a permanency-focused discussion among the youth's identified circle of support to identify permanency options and create a permanency plan, which may include a permanency pact and strategies to address barriers to permanency.
 - iii. **Relative search and engagement:** Efforts to engage, support and educate relatives and/or connections for a youth, which could include face-to-face meetings.

- iv. **Permanent connections:** Efforts to increase the number of connections of support for a youth, which could include engaging mentoring opportunities, reengaging previous connections or exploring youth interests to establish new connections.
- v. **Strategies to address barriers to permanency:** Identify action items to address current barriers or challenges to permanency.
- b. **Coordination Plan:** If a youth is currently receiving Public Private Permanency Collaboration (PPPC) recruitment services and the intensive recruitment service will not be provided by the current child-specific recruiter, the plan must include a description of the roles and responsibilities of the team.

Reimbursement: PPPC agencies will be reimbursed for intensive child-specific recruitment services as follows:

- I. Responder will submit the Child-specific Service Agreement (CSSA) signed by county and PPPC agency staff to the STATE at initiation of services, and the youth's signature if the youth is over 18 years old. The Responder will submit an Intensive Child-specific Recruitment Action Plan for approval at the commencement of a CSSA. Sibling groups are considered as one unit when placed together in the same adoptive placement. If the youth receiving recruitment services is in extended foster care, the CSSA must include the youth's signature.
- II. Responder must follow service requirements in the STATE-approved Child-specific Services Agreement (CSSA) for intensive child-specific recruitment.
- III. **Payment:** \$3,250 for each six-month intensive child-specific recruitment period for child/sibling group. A maximum of two periods will be approved, not to exceed \$6,500.

13. Alternative child-specific recruitment services-permanent connections: Child-specific recruitment involves intensive efforts to identify an appropriate permanent family for children and youth ages six to twenty-one (6 -21), and sibling groups. This service may be used to provide services to children in out of home care whose interests would be best served by a transfer of permanent legal and physical custody (TPLPC). Alternative child specific recruitment services-permanent connections cover three (3) full months of activity and may be renewed twice.

Requirements include:

- I. Child-specific recruitment services must include a three (3) month recruitment plan prepared by GRANTEE that identifies specific tasks it will complete to find and engage permanent connections for a family for a child or sibling group. The county or tribal social service placing agency and GRANTEE shall review all necessary services in their entirety to formulate a comprehensive child-specific recruitment plan. It may be necessary to develop different recruitment plans for siblings, depending on needs of children.
- II. The alternative child-specific recruitment permanent connections plan must be completed within thirty (30) days of the start of services. The thirty (30) day recruitment plan must be submitted to the STATE. Any subsequent recruitment plans must be completed concurrently with a new Child-Specific Service Agreement (CSSA) signed by county or tribal social services and PPPC agency staff and submitted to the STATE. If the youth receiving recruitment services

is in extended foster care, the CSSA must include the youth's signature. The county is certifying with signature on the CSSA that the children's best interests will be served by a transfer of permanent legal and physical custody (TPLPC).

III. The alternative child- specific recruitment permanent connections plan must include:

1. An outline of proposed recruitment methods and tasks to be completed during the three (3) month recruitment period, such as completion of a travel file; photographs; relative/kin search; decision-making work with a foster parent considering adoption; re-establishing connections with birth family or other important persons; completion of permanency pacts (or similar); and other child-specific activities that may lead to identification of a permanent resources.
2. Identification of individuals with whom child or youth has had positive relationships within the past and plans for contacting those individuals with the approval of county or tribal social service agencies to determine if those individuals could be adoption resources or are willing to commit to another type of supportive, permanent relationship.
3. A plan for how GRANTEE will work collaboratively with the entire permanency team, including child's current foster parents or care provider, to maximize collaboration among these entities.
4. A three (3) month summary and include a section summarizing activities completed during the previous recruitment period, including successes, challenges, and failures, as well as a brief summary of contacts with permanency team members, if applicable. The lists of contacts must include brief descriptions of activities completed.
5. A summary of skills needed in a prospective permanent family, and recommended education to be completed prior to placement of child or youth.
6. Any recruitment plan that is completed concurrently with a Child-Specific Service Agreement (CSSA) is submitted to both county agency and the STATE upon completion, and youth if over eighteen (18). County agency staff must sign the alternative recruitment permanent connections plan, approving plans and activities outlined.
7. GRANTEE is responsible for conducting an in-depth review of child(ren)'s case file at the county or tribal social service agency during the initial recruitment period. This review provides information on recruitment plans and any summary information created, as well as providing information for the permanency team which may include but not limited to, the child's county worker and guardian ad litem to utilize for a life book.
8. If a child will be placed with a permanent family while there is an open alternative child specific recruitment permanent connections service, GRANTEE must provide education on family and child preparation to the permanency team. This education must include, but not limited to full disclosure, placement support plan template, placement support recommendations, and transition recommendations. This can be provided verbally or in written format to the permanency team.

9. Child-specific recruiters must complete a closing summary for alternative recruitment permanent connections services provided to county agency. This summary should outline recruitment activities completed and recommendations for the permanency team to include in future recruitment services. Closing summaries should include a plan for information gathered during the recruitment period given to the county or tribal agency, so recruitment activities continue.
10. GRANTEE submits the Child-specific Service Agreement (CSSA) signed by county and PPPC agency staff to the STATE at initiation of services, and youth if over eighteen (18). County agency staff must sign the alternative recruitment plan, approving plans and activities outlined. Sibling groups are considered one unit when recruitment activities are conducted to place siblings together, and in the same placement. If the youth receiving recruitment services is in extended foster care, the CSSA must include the youth's signature.
11. GRANTEE must complete a subsequent alternative child-specific recruitment permanent connections plan and Child-specific Service Agreement (CSSA) for each additional renewal, if continued recruitment is needed after initial three (3) month period. All subsequent plans must include completed, continuing, and additional child-specific recruitment activities submitted to the STATE along with the signed Child-specific Service Agreement.

Reimbursement: GRANTEE will be reimbursed for alternative child-specific recruitment permanent connections services as follows: three thousand two hundred and fifty dollars (\$3,250) for each three (3) month period of active recruitment for a child or sibling group. A maximum of two (2) periods will be approved, for a total of six thousand five hundred dollars (\$6,500).

- 14. Child placement services (for children under state/tribal guardianship) requirements:** County or Tribal social service agencies may contract with a PPPC agency to provide placement services for children under state or Tribal guardianship. Youth over the age of 18 must have aged out of care while under guardianship of the commissioner and be enrolled in extended foster care at the time of placement for adoption.

PPPC agencies can seek reimbursement for those services if certain requirements are met, including:

- Child(ren) were under guardianship of the commissioner, or Tribal guardianship, at the time of placement in a home, and placement was for the purpose of adoption.
- An Adoption Placement Agreement (APA) was signed by a pre-adoptive family and social service agency and received by the STATE, or the child is a ward of Tribal court and was placed for adoption in accordance with Tribal law.
- If an APA will not be signed at the time of placement, the Responder can request a child-placement exception approval. For a child-placement exception approval, a Child-specific Service Agreement (CSSA) that outlines why an APA will not be signed at the time of placement requiring certifications from the county agency for department staff review must

be completed. Upon review, the STATE may approve or deny a request for reimbursement without a completed APA.

- At no point may the Responder collect an administrative foster care payment from a county agency for the same placement.

Requirements include:

- Placement preparation, including:
 - Working with a county or Tribal agency to review the child's file in its entirety to ensure that all relevant information has been disclosed, in writing, to families. Responding agencies are responsible for completing reviews of files and disclosure to families, unless the county or Tribal agency elects to do it.
 - Sharing all relevant information about a potential adoptive family with the county or Tribal social service agency.
 - Being responsible for the coordination of pre-placement meetings with necessary collaterals, in partnership with the county or Tribal social service agency.
 - Developing a clear and specific placement support plan for adoptive families before adoptive placement, in partnership with the county or Tribal social service agency and other PPC agency staff providing child-specific recruitment services, if any. The placement support plan should include detailed information about new service providers and who is responsible for locating and initiating needed services, as well as resources for families in the event of a crisis. If more than one PPC agency is involved with a placement, a family's home study worker, who is providing child placement services, will initiate and ensure completion of the placement support plan. A copy of this plan must be given to adoptive families and each member of the permanency team. PPC agencies should include a copy of the placement support plan in their files.
- Placement support, including:
 - Providing a minimum of one face-to-face contact per month in the family's home from placement to adoption. PPC agencies must clearly document in the case file the activities completed during visits, including needs identified by parents and children or youth in the home, and plans to address those needs. Virtual technology may be used for face-to-face visits. A description of engagement strategies and how contract requirements will be met during remote visits must be included in the plans. If virtual technology is utilized for face-to-face visits, in-person visits should be conducted at least quarterly.
 - Providing written summaries, at least quarterly, to the county or Tribal social service agency of the PPC agency's activities to support families, and summaries of ongoing needs to be addressed before finalization, as well as a plan to address those needs.
 - Providing families with problem-solving and support services.
 - Providing information for reports and documents necessary for the finalization of adoptions, as needed.
 - Supporting visitation plans that preserve children's connections with their family of origin.

- Placement education must be provided before adoption finalization and include the following:
 - Review of common mental health problems children in foster care experience and different types of treatment/therapy approaches
 - Information on parenting children who have emotional, mental and behavioral disabilities, and parenting children with a history of sexualized behaviors
 - How to create and maintain connections for adoptive children with their family of origin and other important persons in their lives
 - Education about completing the following tasks following adoption finalization:
 - Applying for a new Social Security card for children
 - Ensuring there is no disruption in children's Medical Assistance
 - Applying for services (children's mental health, waived services, etc.) in the family's county of residence as soon as possible
 - Ensuring families are knowledgeable about post-adoption services and review of post-adoption services available through the PPPC contract
 - Ensuring there is no disruption in support services, such as mental health counseling, during the transition period following adoption finalization.

Reimbursement: Child placement services funding will increase exponentially based on the age of the child under a contract. There are two payments: 50% is paid at the time an Adoption Placement Agreement (APA) is signed, and the remaining 50% is paid at the time of adoption finalization. The total amounts, based on age, are as follows:

- Birth-5: \$10,650
- 6 -11: \$12,950
- 12-14: \$17,550
- 15-21: \$21,000

For sibling groups, child placement services are paid at 100% for placement of the oldest child, and 50% of the age category for each additional child.

- **Finalization exception request:** For adoptive placements not resulting in adoption finalization, but the child remains in placement, responding agencies can submit payment exception requests. This payment exception request identifies why a placement will not finalize, and the child remains placed in the family's care for STATE staff's review to approve or deny. The request may only be submitted after twelve (12) months from the adoptive placement date. The STATE will review and approve or deny the request within three (3) business days from receipt.
- **Placement exception request:** For placements that do not have a termination of parental rights pending, responding agencies can submit a placement exception request. This placement exception request identifies a timeline for the termination of parental rights and why a placement through the PPPC program is in the best interest of the children for STATE staff's review to approve or deny.

15. Relative concurrent permanency planning service requirements (for children in an out-of-home placement with a relative): County or Tribal social service agencies may contract with a PPPC agency to

provide relative concurrent permanency planning placement services for children in out-of-home placement. PPPC agencies can seek reimbursement for these services if a county or Tribal social service agency certifies on the Child-Specific Services Agreement (CSSA) that a placement is for concurrent permanency planning purposes, and the social service agency does not have appropriate resources within the agency.

Requirements include:

Placement preparation, including:

- Working with the county or Tribal social service agency to review the child's file in its entirety to ensure that all relevant information has been disclosed to the family
- Sharing all relevant information about a potential relative concurrent permanency resource adoptive family with the county or Tribal social service agency
- Coordinating pre-placement meetings with important individuals and service providers for the child or youth, in partnership with the county or Tribal social service agency
- Developing a clear and specific concurrent placement support plan for an adoptive family before placement, in partnership with the county or Tribal social service agency, and other PPPC agency staff providing child-specific recruitment services; the concurrent placement support plan should include detailed information about new service providers, and who is responsible for locating and initiating needed services, as well as resources for families in the event of a crisis.

Placement support, including:

- Providing a minimum of one face-to-face contact monthly in a relative concurrent permanency resource's home from placement to finalization of a TPLPC, and adoption, or until termination of a placement
 - PPPC agencies must clearly document activities completed during visits, including needs identified by parents and children or youth in the home, and plans to address those needs
 - Virtual technology may be used for face-to-face visits, a description of engagement strategies and how contract requirements will be met while conducting visits remotely must be included in the plan.
 - If virtual technology is utilized for face-to-face visits, there must be in-person visits at least quarterly, at a minimum.
- Providing a written summary, at least quarterly, to county or Tribal social service agencies of PPPC activities completed to support families, and a summary of ongoing needs to be addressed
- Providing families with problem-solving and support services
- Providing information for reports and documents necessary for finalization of an adoption or TPLPC as needed
- Supporting visitation plans that preserve children's connections with their family of origin
- Ensuring families receive comprehensive education about how to access resources following adoption finalization

- Placement education must be provided before adoption or TPLPC finalization, be child-specific, and must include the following:
 - Review of common mental health problems children in foster care experience and different types of treatment/therapy approaches
 - Focus on parenting children with emotional, mental and behavioral disabilities, and parenting children with a history of sexualized behaviors
 - Create and maintain connections for adoptive children with their family of origin and other important persons in their lives
 - Education about completing the following tasks following finalization:
 - Requesting a Social Security card for children
 - Ensuring no disruption in children's Medical Assistance
 - Applying for services (children's mental health, waived services, etc.) in the family's county of residence as soon as possible
 - Ensuring the family is knowledgeable about post-finalization services, including services available through the PPC contract
 - Ensuring no disruption in support services, such as mental health counseling, during the transition period following finalization
 - Ensuring the family has received comprehensive education about how to access resources following finalization.

Reimbursement: Relative concurrent permanency planning child placement services are reimbursed in three payments, increasing with the age of a child, as follows:

- The first payment is made at the time of placement and requires the CSSA to be submitted to the STATE. This includes \$5,000 per placement of a child or sibling group.
- After the first payment has been made, responding agencies may choose to end PPC involvement and switch to a county-paid service, if that can be negotiated with a county agency, and only after six months. Services expire after 12 months if no Adoption or Kinship Placement Agreement has been signed, unless the PPC agency submits an extension request to the STATE.
- The second payment is made when an Adoption or Kinship Placement Agreement and is signed in the following amounts and ages:
 - Birth-5 at time of placement: \$4,750
 - 6-11 at time of placement: \$5,750
 - 12-14 at time of placement: \$7,750
 - 15-17 at time of placement: \$9,250.
- The third payment is made at adoption or TPLPC finalization, in the following amounts and ages:
 - Birth-5 at time of placement: \$4,500
 - 6-11 at time of placement: \$5,500
 - 12-14 at time of placement: \$7,500
 - 15-17 at time of placement: \$9,000.

For sibling groups, payments two and three are paid at 100% for placement of the oldest child, and 50% of the age category for each additional child.

Exception request: For permanent placements that do not result in finalization, and the child remains in the placement, responding agencies can submit a payment exception approval request. This payment exception approval request identifies why placement will not be finalized but ensures that the child remains in the family's care for department staff to review and approve or deny. The request may not be submitted prior to twelve (12) months from the adoptive placement date. The STATE will review and approve or deny the request within three (3) business days from receipt.

16. Post-permanency services requirements: PPPC post-permanency services are designed to alleviate crisis, stabilize children and families, and equip them with tools to prevent additional crisis. PPPC agencies provide post-permanency services to families that have adopted children under guardianship of the commissioner or under Tribal guardianship or finalized a TPLPC. Responding agencies must provide clear written communication to the public about how to access services.

PPPC agencies must:

- Develop a written case plan identifying family's current functioning, need for services and a three-month plan for addressing needs and providing services
- Ensure parent(s) sign a release of information acknowledging that the Responder will submit the post-permanency service plan to the STATE
- Submit a written case plan, including a plan for monthly engagement with the family that could include face-to-face meetings
- Post permanency problem resolution and intervention services, which may include, but are not limited to:
 - Linkages to support groups, other support systems and community resources
 - Make referrals to, and assist in securing, therapeutic services with adoption competent therapists and professionals for mental health services
 - Work directly with the family system, which includes, but is not limited to, the adopted child, their parents and siblings
 - Educate and work collaboratively with the adoptive child's system beyond immediate family, including child care providers, court system, schools, foster and respite providers and others
 - Assist families in developing a crisis plan based on children's specific needs
 - Assist families with concerns they may have with maintaining connections for adoptive children with their family of origin, and other important persons in their lives
 - Provide services to children who are in the home but also extend services to children who may experience out-of-home placement.

Reimbursement: The PPPC agency is reimbursed for post-permanency services when it submits a signed service agreement and a copy of the agency's written case plan for post-permanency services to the STATE. Responding agencies can invoice for 100% of payment at the commencement of post-permanency services.

Maximum payment is as follows:

- \$600 for each three-month service period for a family
- Available for up to two three-month periods per family, or a maximum of \$1,200.

17. Evaluation Services Requirements: Evaluation services are intended to determine the effectiveness of PPPC contract services. PPPC agencies can seek reimbursement for these services upon completion of a quarterly evaluation report that includes an outline of evaluation services provided and timeframe reviewed. Responding agencies are not required to evaluate all services provided, but if the following activities are in the evaluation, the services must include the following requirements:

- I. Evaluation of child-specific recruitment services must include a review of child-specific recruitment activities.
- II. Evaluation of child placement and relative concurrent permanency services must include number of disruptions as an evaluation criteria.
- III. Relative study services must include timeline and barriers to completion as an evaluation criteria.
- IV. Non-relative adoption home study services must include timeline to match and any trends for families who withdraw from the process.

Reimbursement: The PPPC agency is reimbursed for evaluation services when it submits a signed quarterly report meeting the requirements outlined in this section. Responding agencies can invoice for 100% of payment at the completion of a quarterly evaluation report.

Maximum payment is as follows:

- \$2,000 for each quarterly evaluation report submitted.
- A maximum of one evaluation report may be reimbursed each quarter, not exceeding four (4) quarterly reports each state fiscal year of the contract.

2.3 Collaboration

Responding agencies may propose engaging in a multi-organizational collaboration. The Proposal must address how the collaboration would be beneficial and ensure consistency in services to children, youth, and families.

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. Table of Contents	3.2(1)
2. Executive Summary	3.2(2)
3. Description of the Applicant Organization	3.2(3)
4. Description of Target Population	3.2(4)
5. Project Goals and Objectives	3.2(5)
6. Project Activities and Work Plan	3.2(6)
7. Evaluation Plan	3.2(7)
8. Budget Proposal	3.2(8)
9. Professional Responsibility and Data Privacy	3.2(9)
10. Required Statements and Forms	3.3

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 assets 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. Letters of reference must be included. 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.

- 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.

This grant will serve:

Children under guardianship of the commissioner and children in out-of-home care whose interests would be best served by a TPLPC to a relative under [Minnesota Statutes section 260C.515, subdivision 4](#), or equivalent in Tribal code.

Grant outcomes will include:

- A higher number of permanency placements occurring within populations overrepresented in the population of children in out-of-home care.
- Relatives will receive additional supports and be considered for placement, increasing equitable outcomes and bridge the opportunity gap for children, youth and families.
- Through TPLPC or adoption, more children will have access to child-specific recruitment services and permanency services.
- Services equitably available to all families involved with the child welfare system.

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 reach the target population effectively. 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; the 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. 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. Provide a description of the program design you propose implementing and include a proposed Work Plan.

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. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.
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. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness. Submit the Budget proposal using the attached template Budget in **Appendix B**.

A Responder's match of funds is required. Match is a percentage, specified as a fixed percentage of non-state/federal participation in allowable program or project costs. Responder's match must be contributed by Responder in order to be eligible for state/federal funding. The source and amount of costs and/or value of third-party in-kind contributions proposed by Responder to meet matching requirements must be identified in the application budget proposal. Matching may not be used to match another federal or state grant; it may only be used as match once.

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

ii. Data Privacy: If 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](#)¹ (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.

a. Responder Information and Declarations (DHS-7020-ENG)²: 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 the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

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

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

b. Exceptions to Sample Contract and RFP Terms (DHS-7019-ENG)³: 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 **Appendices C, D, and E** for nonprofit, Tribal Nation, and county Responders, respectively) 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)⁴:

(Applies if federal money will be used or may potentially be used to pay for all or part of the work under the contract). 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](https://sam.gov).

d. Documentation to Establish Financial Stability (DHS-7896-ENG)⁵:

Minnesota Statutes, section 16B.981/[Laws of Minnesota 2023, 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 Minn. Stat. §16B.981, subd. 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.

4. RFP PROCESS

4.1 Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing on Monday, March 2, 2026 prior to 4:00 p.m. Central Time. All questions must be addressed to:

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

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

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

[Name of RFP] question--Attention: Michelle Frazier
Michelle.frazier@state.mn.us

Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any STATE personnel not listed above could result in disqualification.** 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 two business days of receiving the question or no later than Monday, March 2, 2026.

4.2 Proposal Submission

The Proposal must be submitted electronically by 4:00 p.m. Central Time on Friday, March 13, 2026 to be considered. Late Proposals will not be considered and will not be opened. Faxed Proposals will not be accepted.

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 Proposal must be emailed to:

[Name of RFP] Proposal--Attention: Michelle Frazier
contracts.adoption.dcyf@state.mn.us.

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:

Proposal Components	Possible Points
1. Executive Summary	10
2. Description of the Applicant Organization	15
3. Description of Target Population	10
4. Project goals and objectives	20
5. Project Activities and Implementation Plan	25
6. Evaluation plan	10
7. Budget proposal	5
8. Professional Responsibility and Data Privacy	5
Total:	100 points

- 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. Responders will be evaluated on the services they propose.

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 Wednesday, July 1, 2026 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 contracts in Appendices C and D. The attached sample grant contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

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

C. Grants management policies. All awarded Responders must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

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

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

F. Accessibility Standards. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),⁶ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

G. Contract Evaluation. Pursuant to [Minnesota Office of Grant Management \(OGM\)](#) Policy 08-13, STATE must evaluate and document all grantees’ performance under grant contracts. For all grant contracts over \$25,000, STATE’s evaluation report will be publicly available online without exception.

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;

⁶ <https://mn.gov/mnit/about-mnit/accessibility/>

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.
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: Request for Proposal Background Information

Background Information:

In 1998, STATE, through its Public/Private Adoption Initiative (PPAI), began contracting with private adoption agencies to increase the number of adoptions of older youth under state guardianship. Agencies primarily provide the following services: pre-adoption education, adoption home studies/updates, relative home studies/updates, placement services, and post-adoption services. Child-specific recruitment and concurrent permanency planning were added to the service array in 2009 and 2014, respectively. Over the years, the PPAI program has expanded to provide services to relatives, kin, and youth up to age 21. In 2022, a law change highlighted the importance of maintaining relative connections, so, in February 2024, the name was changed to the Public Private Permanency Collaboration (PPPC).

In 2025, the STATE's contracts with licensed child-placing agencies and Minnesota Tribal social services agencies under the Public Private Permanency Collaboration (PPPC) expanded relative services. Specifically, the PPPC program can provide services to children in out-of-home care whose interests would be best served by a TPLPC to a relative under [Minnesota Statutes section 260C.515, subdivision 4](#) or equivalent in Tribal code.

PPPC-contracted agencies partner with county and Tribal social services agencies to find permanent families for children in foster care who cannot be reunified with their parents or guardians, and support relatives as a permanency resource for a child in out-of-home care, at no cost to the county or Tribe. PPPC agencies provide services to meet the county or Tribe's goals and increase permanency for children under state guardianship, Tribal guardianship, or in out-of-home care. The PPPC program goals focus on finding permanent families for children who are overrepresented in the population of children waiting for permanency.

In State Fiscal Year 2023, 51% of all PPPC placements completed were youth over the age of 12. In State Fiscal Year 2024, 41% of all PPPC placements were children over the age of 12. In State Fiscal Year 2025, 26% of all PPPC placements were children over the age of 12. Child-specific recruitment goals aim to close at least 75% of cases with permanency resources identified. The PPPC program aims to increase the number of relative services provided, helping support relative placements whenever possible.

STATE recognizes that partnerships among state, county and Tribal social service agencies and licensed adoption agencies can increase the possibility of permanency for children under guardianship of the commissioner or Tribal guardianship or in out-of-home care. These partnerships support county social service agencies in providing permanency-related services as required by [Minnesota Statutes sections 393.07](#) and [260C.223](#) when reunification is no longer possible. Quality working relationships among identified entities are essential to the success of this program and its goal of increasing the number of permanent placements of older children under state or Tribal guardianship, or in extended foster care.

Child-specific recruitment locates adoptive families for waiting children and youth. PPPC child-specific recruitment may be used when a county or Tribal social service agency is unable to identify a permanent family for a specific child or sibling group through routine recruitment activities. These activities include, but are not limited to, registering children on the [State Adoption Exchange](#) and completing relative/kinship searches. As services for PPPC expand to serve youth whose interests would be best served by a TPLPC, they can receive recruitment services focused on identifying and engaging permanent connections.

STATE staff recognize multiple effective child-specific recruitment models have been developed. This RFP is focused on best practices of child-specific recruitment services and outlines requirements for the following tasks: effective relationship-building with youth and permanency team, establishing permanent connections, and successfully engaging youth in recruitment activities. Responding agencies will demonstrate that their child-specific recruitment activities successfully incorporate these concepts and current research and practices for child-specific recruitment.

Overview:

Successful Responders are encouraged to utilize the most recent research and evaluations to develop plans for services desired by STATE. The target population to be served by any contracts resulting from this RFP is as follows.

Target population:

As of August 2025, 792 children were under state guardianship. Of these:

- Four hundred sixty-three need adoptive families immediately, and
- Three hundred twenty-nine are in pre-adoptive families, usually with relatives or foster parents who plan to adopt them.

Of the 463 children waiting for adoption:

- Fifty-six percent are siblings who need to be adopted together,
- Thirty-five percent are white, 25% Black/African American, 30% are two or more races, 6% are Native American, and 1% are Asian or Pacific Islander,
- Sixty-six percent have a documented special need, including physical, mental, emotional, or behavioral disability,
- Twenty-five percent are under age 6, and 45% of these children are part of sibling groups who need to be adopted together,
- Twenty-eight percent are 6 to 12 years old, and
- Fifty-one percent are 12 to 18 years old.

In SFY 2025, PPC agencies completed 57 adoptive placements. Of these children, 23 were ages birth to 5 (40%); 19 were ages 6 to 11 (33%); 10 were ages 12 to 14 (17%); and five were between ages 15 and 21 (10%).

Families registered on the State Adoption Exchange (SAE):

As of September 22, 2025, 122 families were registered on the [State Adoption Exchange](#). This number is lower than the number of children waiting for an adoptive placement (626 children). The gap widens when families’ preferences are considered, compared to the characteristics of waiting children. Families registered on the [State Adoption Exchange](#) indicated they were open to the following:

Families registered on the State Adoption Exchange, as of September 22, 2025, indicated they were open to the following: (Families may be represented in more than one category)	
Ages of children	Race/ethnicity of children
Birth to 5 years: 109 families	All: 122 families
6 to 11 years: 108 families	Caucasian: 115 families
12 to 14 years: 52 families	Asian: 7 families

15 to 17 years: 20 families	Hispanic: 6 families
	African American: 7 families
	Native American: 3 families
	Pacific Islander: 0 families

Goals and objectives of PPPC include:

- Increase the number of families interested in and prepared to adopt children under the guardianship of the commissioner. Recruit adoptive families with a strong emphasis on those open to youth ages 12 to 21, sibling groups, children overrepresented in the child welfare system and children with mental, emotional, behavioral or medical disabilities who require caregivers with unique skills.
- Ensure appropriate adoptive matches between children and families.
- Provide effective services to support concurrent, relative and adoptive placements.
- Provide child-specific recruitment services focused on youth engagement and advocacy for youth voice.
- Ensure PPPC services are equitably available to serve families with all types of permanency goals, including a TPLPC.
- Implement PPPC services for children who have a permanency disposition of a TPLPC.
- Provide post-permanency support services to families who adopted children under state or Tribal guardianship or finalized a transfer of permanent physical and legal custody (TPLPC).

STATE desires to enter into contracts with licensed adoption agencies or Tribal social service agencies in Minnesota, in good standing, that demonstrate competency and commitment to accomplish the following:

Goals for PPPC contract services in SFY 2027 to 2030
Increase current relative services by 25% over the previous contract period, completing 211 relative home studies and updates, as well as increasing the number of relative outreach services to 151, which will also increase the number of relative placements.
The percentage of child-specific recruitment cases closed with a permanency resource or permanency pact identified will increase from an average of 69% to 75%.
Adoptive placements of youth ages 12 and older will account for 55% of all PPPC adoptive placements, as compared with 39% over the previous contract period.
Increase the percentage of PPPC adoptive placements of children overrepresented in the population waiting for permanency, such as children of color or Native American children, from 68% to 75%.
Implement PPPC relative concurrent permanency planning services supporting 25 PPPC placements of children who have a permanency disposition of a TPLPC.

APPENDIX B: BUDGET TEMPLATE

PPPC Budget Template, SFY 2027

Responder: _____ State Fiscal Year (SFY) ☒ 2027 ☐ 2028 ☐ 2029 ☐ 2030

Complete one copy of this form per fiscal year

Service	Clients to be served under PPPC 7/1 to 6/30 of the fiscal year checked above.	Estimated dollar amount per service area. Work completed or encumbered through Child Services Agreement (CSSA).
Agency-specific Education		
Adoption Home Studies		
Adoption Home Study Updates		
Matching Program Fee		
Relative Outreach Service		
Relative Adoption Studies		
Relative Adoption Study Updates		
Relative Services Fee		
Child Specific Recruitment		
Child-Specific Recruitment - Transitional		
Child-Specific Recruitment – Alternative		
Child-Specific Recruitment – Intensive		
Child-Specific Recruitment – Alternative Permanent Connections		
Child Placement Services for Children Under State or Tribal Guardianship		
Relative Concurrent Permanency Planning Child Placement Services		
Post-Permanency Services		
Evaluation Services		
Total:		

PPPC Budget Template, SFY 2028

Responder: _____ State Fiscal Year (SFY) ☐ 2027 ☒ 2028 ☐ 2029 ☐ 2030

Complete one copy of this form per fiscal year

Service	Clients to be served under PPPC 7/1 to 6/30 of the fiscal year checked above.	Estimated dollar amount per service area. Work completed or encumbered through Child Services Agreement (CSSA).
Agency-specific Education		
Adoption Home Studies		
Adoption Home Study Updates		
Matching Program Fee		
Relative Outreach Service		
Relative Adoption Studies		
Relative Adoption Study Updates		
Relative Services Fee		
Child Specific Recruitment		
Child-Specific Recruitment - Transitional		
Child-Specific Recruitment - Alternative		
Child-Specific Recruitment - Intensive		
Child-Specific Recruitment – Alternative Permanent Connections		
Child Placement Services for Children Under State or Tribal Guardianship		
Relative Concurrent Permanency Planning Child Placement Services		
Post-Permanency Services		
Evaluation Services		
Total:		

PPPC Budget Template, SFY 2029

Responder: _____ State Fiscal Year (SFY) ☐ 2027 ☐ 2028 ☒ 2029 ☐ 2030

Complete one copy of this form per fiscal year

Service	Clients to be served under PPPC 7/1 to 6/30 of the fiscal year checked above.	Estimated dollar amount per service area. Work completed or encumbered through Child Services Agreement.
Agency-specific Education		
Adoption Home Studies		
Adoption Home Study Updates		
Matching Program Fee		
Relative Outreach Service		
Relative Adoption Studies		
Relative Adoption Study Updates		
Relative Services Fee		
Child Specific Recruitment		
Child-Specific Recruitment - Transitional		
Child-Specific Recruitment – Alternative		
Child-Specific Recruitment – Intensive		
Child-Specific Recruitment – Alternative Permanent Connections		
Child Placement Services for Children Under State or Tribal Guardianship		
Relative Concurrent Permanency Planning Child Placement Services		
Post-Permanency Services		
Evaluation Services		
Total:		

PPPC Budget Template, SFY 2030

Responder: _____ **State Fiscal Year (SFY)** ☐ 2027 ☐ 2028 ☐ 2029 ☒ 2030

Complete one copy of this form per fiscal year

Service	Clients to be served under PPPC 7/1 to 6/30 of the fiscal year checked above.	Estimated dollar amount per service area. Work completed or encumbered through Child Services Agreement.
Agency-specific Education		
Adoption Home Studies		
Adoption Home Study Updates		
Matching Program Fee		
Relative Outreach Service		
Relative Adoption Studies		
Relative Adoption Study Updates		
Relative Services Fee		
Child Specific Recruitment		
Child-Specific Recruitment - Transitional		
Child-Specific Recruitment – Alternative		
Child-Specific Recruitment – Intensive		
Child-Specific Recruitment – Alternative Permanent Connections		
Child Placement Services for Children Under State or Tribal Guardianship		
Relative Concurrent Permanency Planning Child Placement Services		
Post-Permanency Services		
Evaluation Services		
Total:		

APPENDIX C: SAMPLE GRANT CONTRACT

STATE OF MINNESOTA GRANT CONTRACT WORKSHEET (NOT PART OF THE CONTRACT)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the grantee. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$	
FinDeptID H55 _____	amount for state fiscal year _____: \$ _____
	amount for state fiscal year _____: \$ _____
FinDeptID H55 _____	amount for state fiscal year _____: \$ _____
	amount for state fiscal year _____: \$ _____

____ State Funds Only

____ Federal Funds Only

____ Both State and Federal Funds

Starts in fiscal year:	Vendor ID:
------------------------	------------

SWIFT Grant# /Encumbrance #: GRK _____ / _30000 _____

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **Click here to enter number**

Grantee Name and Address:

Minnesota Department of Children, Youth, and Families Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of 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 142A.03, subdivision 2(e)(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. [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 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 [Minn. Stat. § 16B.98, subd. 7](#), and GRANTEE is notified to begin work by STATE's Authorized Representative.

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

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

2. GRANTEE'S DUTIES.

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

2.2. Grant Progress Reports.

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

Due Date:	For service period:
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),⁷ 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.

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

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation.

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

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current [Commissioner’s Plan, Chapter 15](#).⁸ GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. 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 amount in numerals)**.

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.

⁸ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- e. **Administrative Costs.** Pursuant to Minn. Stat. § 16B.98, subd. 1(a), GRANTEE administrative costs must be necessary and reasonable, in accordance with **Attachment B** and all terms and conditions of this CONTRACT.

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

Pass-through requirements. GRANTEE acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, GRANTEE may be subject to certain compliance obligations. GRANTEE can view these obligations in the [Health and Human Services Grants Policy Statement](#),⁹ 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 \(Requirements for pass-through entities\)](#)¹⁰ and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).¹¹

⁹ <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>

¹⁰ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>

¹¹ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1>

1. *GRANTEE's Name*: Click here to enter Grantee Name (Must match the name associated with the Unique Entity Identifier.)
 2. *GRANTEE's Unique Entity Identifier*: Click here to enter. Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at [SAM.gov](https://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. Pass through entity: MN Dept. of Human Services (DHS)
 - C. Name and Contact information of DHS's awarding official: Click here to enter name and contact information of authorized representative
 12. *Assistance Listings Number & Name* (formerly known as CFDA No.): Click here to enter number, Click here to enter title, Click here to enter total amount made available at time of disbursement
 13. *Is this federal award related to research and development?* ☐ Yes ☐ No
 14. *Indirect Cost Rate for the GRANTEE is*: Click here to enter rate (including if the *de minimis* rate is charged.)
-

4. CONDITIONS OF PAYMENT.

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

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

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

4.4. Unexpended Funds.

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1.a.;

- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

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

6.2. Termination by the Commissioner of Administration.

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

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

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

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

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

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

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

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

7.2. Grantee.

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

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

8. INSURANCE REQUIREMENTS.

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

8.1. Worker's Compensation. The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the

Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

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

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

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 event 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 request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

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

8.6. Additional Insurance Conditions:

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

9. INDEMNIFICATION.

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

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

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

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

6. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE's Authorized Representative as to how GRANTEE should respond to the request.
7. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.
8. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
9. GRANTEE must comply with [Minn. Stat. § 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

10. [OPTION 2]INFORMATION PRIVACY AND SECURITY.

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

10. [OPTION 3]INFORMATION PRIVACY AND SECURITY.

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

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by 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 expiration or termination of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data or make clear by referencing that STATE as the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all rights, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-

free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and authorize others to do so.

12. PUBLICITY.

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

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

13. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).¹²

14. OWNERSHIP OF EQUIPMENT.

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

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

15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

15.1. State audit. Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

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

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

GRANTEE certifies that neither it nor its principals are presently debarred or suspended by the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions, as shown on the Suspended and Debarred Vendors List¹³, or by the federal government at SAM.gov | Search.¹⁴

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.

¹³ <https://mn.gov/admin/osp/government/suspended-debarred/>

¹⁴ https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL

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 meanings 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 is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

16. GRANTEE DATA DISCLOSURE.

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

17. JURISDICTION AND VENUE.

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

18. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

19.3. Entire Agreement.

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

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

20. PROCURING GOODS AND CONTRACTED SERVICES.

20.1. Contracting and bidding requirements.

- a. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- c. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- d. GRANTEE must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
 - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program.](#)

- iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#).
- e. GRANTEE must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- f. GRANTEE must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- g. Notwithstanding the other terms of this subclause, the STATE may waive bidding process requirements when:
 - i. Vendors/subgrantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - ii. *It is determined there is only one legitimate or practical source for such materials or services and that the vendor/subgrantee has established a fair and reasonable price.*

20.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 - 177.50; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

20.3. Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors or subgrantees (as defined in clause 21.2) who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the web page link in subclause 15.4 of this CONTRACT. A link to vendors debarred by federal agencies is provided at the bottom of the web page.

21. SUBCONTRACTS AND SUBCONTRACT PAYMENT.

21.1. GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantees (as defined in clause 21.2). GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subgrantees, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

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

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

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

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

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

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

22. LEGAL COMPLIANCE.

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

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

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

22.3. Grants management policies. GRANTEE must comply with required [Grants Management Policies and procedures](#) as specified in Minnesota Statutes, section 16B.97, subdivision 4(a)(1).

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

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

23. OTHER PROVISIONS

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

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

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

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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: _____

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 GRANTEE to the terms of this CONTRACT. GRANTEE and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

With delegated authority

By: _____

Title: _____

Date: _____

APPENDIX D: SAMPLE GRANT CONTRACT WITH TRIBAL NATION

State of Minnesota Grant Contract with Tribal Nation Worksheet

(Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$ _____	
FinDeptID H55 _____	amount for state fiscal year _____ : \$ _____
	amount for state fiscal year _____ : \$ _____
FinDeptID H55 _____	amount for state fiscal year _____ : \$ _____
	amount for state fiscal year _____ : \$ _____

____ State Funds Only

____ Federal Funds Only

____ Both State and Federal Funds

Starts in fiscal year:	Vendor ID:
------------------------	------------

SWIFT Grant# /Encumbrance #: GRK _____ / _30000 _____

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **Click here to enter number**

Tribal Nation Name and Address:



Minnesota Department of Children, Youth, and Families

Grant Contract with Tribal Nation

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

RECITALS

STATE, pursuant to Minnesota Statutes, section 142A.03, subdivision 2(e)(7), has authority to enter into contracts for the following services: [Click here to enter services](#).

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

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

1.2. Expiration date. [CHOOSE OPTION A OR OPTION B][OPTION A] This CONTRACT is valid through **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 expiration date**.

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

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

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

2. TRIBAL NATION'S DUTIES.

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

2.2. Grant Progress Reports.

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

Due Date:	For service period:
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period
Click here to enter date	Prior Choose a period

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),¹⁵ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation.

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

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the State of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at the GSA Per Diem Files

¹⁵ <https://mn.gov/mnit/about-mnit/accessibility/>

[website](#). TRIBAL NATION shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals and incidental expense rates for the approved travel destination shall be those stated in the referenced files.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed **Click here to enter amount in words** dollars (**Click here to enter amount in numerals**).

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.

e. **Administrative Costs.** Pursuant to Minn. Stat. § 16B.98, subd. 1(a), GRANTEE administrative costs must be necessary and reasonable, in accordance with **Attachment B** and all terms and conditions of this CONTRACT.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after TRIBAL NATION submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Click here to enter invoicing schedule**. If STATE does not prescribe a form, TRIBAL NATION may submit invoices in a mutually agreed invoice format.

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that TRIBAL NATION is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. § 200.331.

Pass-through requirements. TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view these obligations in the [Health and Human Services Grants Policy Statement](#),¹⁶ in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this CONTRACT, STATE and TRIBAL NATION agree to comply with all pass-through requirements,

¹⁶ <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>

including each party's auditing requirements as stated in [2 C.F.R. § 200.332 \(Requirements for pass-through entities\)](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332)¹⁷ and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1).¹⁸

12. *TRIBAL NATION's Name*: Click here to enter Tribal Nation name (Must match the name associated with the Unique Entity Identifier.)
13. *TRIBAL NATION's Unique Entity Identifier (UEI)*: Click here to enter UEI. Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at [SAM.gov](https://sam.gov) to uniquely identify business entities and must match TRIBAL NATION's name.
14. *Federal Award Identification Number (FAIN)*: Click here to enter number
15. *Federal Award Date*: Click here to enter date (The date of the award to the MN Dept. of Human Services.)
16. *CONTRACT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
17. *CONTRACT (subaward) Budget Period Start and End Date*: Click here to enter date.
18. *Amount of federal funds obligated to TRIBAL NATION (subrecipient) in this CONTRACT*: \$ Click here to enter amount
19. *Total amount of federal funds committed to the TRIBAL NATION (subrecipient), including this CONTRACT*: \$ Click here to enter amount
20. *Total Amount of the Federal Award from which the funds to the TRIBAL NATION (subrecipient) are drawn*: \$ Click here to enter amount
10. *Federal Award Project description*: Click here to enter text.
11. *Name*:
 - C. Federal Awarding Agency: Click here to enter text
 - D. Pass through entity: MN Dept. of Human Services (DHS)

¹⁷ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>

¹⁸ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1>

E. Name and Contact information of DHS's awarding official: Click here to enter name and contact information of authorized representative

12. *Assistance Listings Number & Name* (formerly known as CFDA No.): Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (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 TRIBAL NATION is:* Click here to enter rate (including if the *de minimis* rate is charged.)

4. CONDITIONS OF PAYMENT.

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

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

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

5. PAYMENT RECOUPMENT.

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

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

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

6. TERMINATION.

6.1. Termination by the State.

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

6.2. Termination by the Commissioner of Administration.

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

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

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

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

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

6.5. Conviction relating to a grant. In accordance with 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 grant agreement.

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

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

7.2. Tribal Nation.

a. TRIBAL NATION's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter text**. If TRIBAL NATION's Authorized Representative changes at any time during this CONTRACT, TRIBAL NATION must immediately notify STATE.

b. TRIBAL NATION must clearly post on TRIBAL NATION's website the names of and contact information for, the TRIBAL NATION's leadership and the employee or other person who directly manages and oversees this CONTRACT on behalf of TRIBAL NATION.

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

8. INSURANCE REQUIREMENTS.

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

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

9. LIABILITY.

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

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

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

12. Notwithstanding paragraph a. and b., in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minnesota Statutes, section 13.05, subdivision 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act.
13. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in [Minnesota Statutes, section 13.46, subdivision 1](#), and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
14. If TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this CONTRACT, TRIBAL NATION must immediately notify and consult with STATE’s Authorized Representative as to how TRIBAL NATION should respond to the request.
15. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections 13.03 and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.
16. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
17. TRIBAL NATION must comply with [Minnesota Statutes, section 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY.

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

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing and Business Associate Agreement Terms and Conditions which are attached and incorporated into this CONTRACT as

Attachment Click here to enter letter, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

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

11.2. Ownership. The TRIBAL NATION shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works. The TRIBAL NATION represents and warrants to the STATE that the WORKS do not and shall not infringe upon any intellectual property rights of others. The TRIBAL NATION shall indemnify, defend and hold harmless the STATE at the TRIBAL NATION's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the WORKS infringe upon intellectual property rights of others. The TRIBAL NATION shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the TRIBAL NATION or STATE's opinion is likely to arise, the TRIBAL NATION shall, at the STATE's discretion, either attempt to procure for the STATE on commercially reasonable terms the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive to other remedies provided by law. Nothing in Clause 9 shall constitute or be construed to constitute a waiver by either the STATE or the TRIBAL NATION of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. TRIBAL NATION may assert the immunities of the STATE in connection with TRIBAL NATION's defense of any infringement claim brought against the STATE. The STATE shall reasonably cooperate with the TRIBAL NATION in connection with the TRIBAL NATION's defense of any claim or suit, and the STATE shall discontinue use of any allegedly infringing WORKS or DOCUMENTS at TRIBAL NATION's reasonable request.

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

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

12. OWNERSHIP OF EQUIPMENT.

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

13. PUBLICITY.

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

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

14. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

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

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

14.3. Federal audit requirements. TRIBAL NATION certifies it will comply with 2 C.F.R § 200.501, as applicable. To the extent federal funds are used for this CONTRACT, TRIBAL NATION acknowledges that TRIBAL NATION and STATE shall comply with the requirements of 2 C.F.R. § 200.332. Non-federal

entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

TRIBAL NATION certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions, as shown on the [Suspended and Debarred Vendors List](#)¹⁹, or by the federal government at [SAM.gov | Search](#).²⁰ TRIBAL NATION's certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

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

¹⁹ <https://mn.gov/admin/osp/government/suspended-debarred/>

²⁰ https://sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL

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 is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

b. Lower Tier Covered Transactions.

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

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

15. TRIBAL NATION DATA DISCLOSURE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to Clause 17.1.

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

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

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1 Competitive bidding and preferred vendors.

- h. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- i. 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.
- j. 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.
- k. TRIBAL NATION must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
 - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program.](#)
 - iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory.](#)
- l. TRIBAL NATION must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- m. TRIBAL NATION must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- n. Notwithstanding the other terms of this subclause, the STATE may waive bidding process requirements when:

- iii. Vendors/subgrantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
- iv. It is determined there is only one legitimate or practical source for such materials or services and that the vendor/subgrantee has established a fair and reasonable price.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 - 177.50; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors or subgrantees (as defined in clause 19.2) who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors or subgrantees are suspended or debarred by referencing the web page link in subclause 14.4 of this CONTRACT. A link to vendors debarred by federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS AND SUBCONTRACT PAYMENT.

19.1. TRIBAL NATION, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantees (as defined in clause 19.2). TRIBAL NATION shall ensure that the material obligations, borne by the TRIBAL NATION in this CONTRACT, apply as between TRIBAL NATION and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and TRIBAL NATION.

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

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

- a. The terms and conditions of this CONTRACT and the subaward;
- d. Required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- e. Subaward performance goals.

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

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

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

20. LEGAL COMPLIANCE.

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

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

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

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

20.3 Grants management policies. TRIBAL NATION must comply with required [Grants Management Policies and procedures](#) as specified in Minnesota Statutes, section 16B.97, subdivision 4(a)(1).

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

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

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

21. OTHER PROVISIONS.

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

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

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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: _____

2. TRIBAL NATION

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

With delegated authority

By: _____

Title: _____

Date: _____