



Minnesota Department of Human Services Aging and Disability Services Administration Division

Request for Proposals for a Contractor to Study Options to Increase Access to Long Term Care Financing, Services and Support in Minnesota

Date of Publication in SWIFT: November 8, 2022

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Minnesota's Commitment to Diversity and Inclusion. The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.htm.

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RFP SUMMARY

Important Dates:

RFP Published: November 8, 2022

Questions Due: November 15, 2022, by 4:00 p.m. Central Time

Proposals Due: **December 6, 2022**

Anticipated Selection of Successful Responder(s): January 3, 2023

Anticipated Start of Contract: January 23, 2023

Anticipated End of Contract: June 30, 2023

Anticipated Extensions: December 31, 2023

State Contact: Nikki Peterson or successor. Phone and email: 651-425-0524
nikki.m.peterson@state.mn.us

1. INTRODUCTION

1.1 Objective of RFP

The Minnesota Department of Human Services, through its Aging and Disability Services Administration Division (STATE), is seeking proposals from qualified Responders to study options to increase access to sustainable long term care financing, services, and supports, for Minnesota's older adults and their families and caregivers. This initiative is intended to offer a sustainable age-friendly approach for individuals, families, caregivers, private sector insurance, and government programs to address the current and future needs of older adults in Minnesota.

Note: *The terms Long-Term Care (LTC) and Long-Term Services and Supports (LTSS) are used interchangeably to describe non-medical care provided to people with chronic conditions and functional or cognitive limitations.*

The primary objective of this study will be to examine and evaluate LTSS funding options for the State of Minnesota to arrive at one or more optimal policy options with the potential to improve access to LTSS services for Minnesotans that typically do not qualify for Medicaid.

A secondary, important objective is to provide a policy structure which can help transform the LTC funding system in Minnesota by helping integration of the existing public and private programs that provide LTSS financing to Minnesota's older adults. Emphasis will be on arriving at options that will enable older adults to receive care in their homes for as long as possible. Results of this study will be used to inform one or more legislative proposals.

The term of any resulting contract is anticipated to be from January 23, 2023 until June 30, 2023. The STATE anticipates a one-time extension of the contract of at least six months.

1.2 Proposal due date

Price will be a factor in the evaluation of the Proposals. **The official response to this RFP must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this RFP.** This RFP does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

This RFP provides background information and describes the services desired by the STATE. It delineates the requirements for this 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.

1.3 Background

In 2021, the Minnesota legislature provided specific direction to STATE to conduct a research study of public and private financing options for long-term services and supports reform to increase access to long term care services and financing across the state as part of a larger package of strategies to enhance Home and Community-Based Services (Laws of Minnesota 2021 First Special Session, Chapter 7, Article 17, Sec. 17, Subd. 1). <https://www.revisor.mn.gov/laws/2021/1/Session+Law/Chapter/7/> The legislation authorized a budget of seven hundred thousand dollars (\$700,000) for this activity. Proposals exceeding that amount will not be considered. This activity was also formally approved as an

American Rescue Plan, section 9817 Home, and Community Based Services Enhanced Federal Medical Assistance Percentage (FMAP) activity by the Centers for Medicare and Medicaid Services and is subject to all reporting requirements specified in that plan.

1.3.1 The Problem-Minnesota's Population is Aging

The problem starts with the demographics of aging. Minnesota, like much of the rest of the United States, is becoming older and the programs and policies that have been in place for decades to help older Minnesotans are not going to be sustainable on a going-forward basis.

- According to Minnesota State Demographic Center projections, the total number of older adults (65+) is anticipated to increase by 67% between 2015 and 2050.
- According to a Department of Health and Human Services, [Office of the Assistant Secretary for Planning and Evaluation report](#), 7 in 10 older adults will need some LTC and 5 in 10 will need paid LTC services in their future years.
- More than 80 % of Minnesotans receiving LTSS get them through Home and Community based services stated a 2017 report by DHS on the Status of LTSS

As the number of older adults has begun to increase dramatically, so have the questions and challenges related to balancing the caregiving responsibilities of families versus the resources provided by our local governments, tribal nations, state, and federal governments.

1.3.2 Caregiver Supply

A key factor that is now emerging in Minnesota is the number and affordability of caregivers. The Covid-19 pandemic wreaked havoc with the caregiver workforce in both institutional and community settings. There are not enough qualified caregivers, and that shortage of supply is causing the price for those who are available to increase dramatically. And in Minnesota's rural areas, it is now nearly impossible to find any paid caregiving help.

In the past, a large portion of the LTC for older adults in Minnesota was provided by unpaid family members-spouses, partners, and adult children. However, smaller families and households, many with two parents working full-time, have reduced the number of family members available to provide long-term care.

When families and other unpaid caregivers are not available, older adults must look to private providers and facilities for the care they need, who are also facing shortages of qualified staff.

The lack of a broad based, reliable, and easily accessible system of private and public funding for long term care financing in Minnesota is further exacerbating the caregiving situation.

1.3.3 Minnesotans are not prepared

Paying for long term care is expensive. According to the latest Genworth cost of care survey, <https://www.genworth.com/aging-and-you/finances/cost-of-care.html> the average annual cost for a

semi- private room in a nursing facility care for the state is one hundred and forty thousand dollars (\$140,000), with assisted living costing sixty two thousand dollars (\$62,000) per year and home health aides costing about thirty seven dollars (\$37.00/ hour). And costs vary across the state with some cities as averaging one hundred and fifty-five thousand dollars (\$155,000) per year for nursing home care and forty dollars (\$40.00/hour) for home health aides.

1.3.4 Own Your Future (OYF)

Minnesota's Department of Human Services has created a long-term care planning initiative called "Own Your Future"(OYF) to raise awareness around the need for long-term care and spur planning efforts within families, particularly middle-income families who will not qualify for long-term care services under MA unless they have spent down many of their resources. The effort works to promote greater use of existing financing products as well as strategies to encourage new approaches to the financing of long-term care. The goal is dual: save families from impoverishment, while also easing the financial burden for government. Own Your Future and other efforts to help more families make advance planning decisions regarding their long-term care needs will be essential to managing State budget impacts for long-term care services.

From its beginnings, the OYF advisory panel was made up of a broad variety of stakeholders, working to identify new concepts that could help middle income households pay for their LTC costs. (See **Appendix B** for OYF organizational representation and recent activities). The OYF group represents a strong foundation for the types of stakeholder interaction envisioned in this RFP.

1.3.5 Stakeholder Engagement

A key learning from other states who have attempted to implement innovative long-term care funding approaches is that a robust and thorough stakeholder input and engagement process is needed to uncover potential issues and barriers prior to implementation of any program, and to develop a broad base of support for positive recommendations coming out of this study.

An expanded version of the Own Your Future (OYF) Advisory Panel is a good starting point for this stakeholder engagement process. The Stakeholder engagement process should include being a sounding board for concept modification and evaluation, providing on-going feedback on concept viability and feasibility, and ultimately providing support for the furtherance of the recommended solutions.

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.

2.2 Goals

The goal of this RFP is to seek proposals to undertake a detailed actuarially-sound study that will result in a comprehensive and integrated approach to LTSS funding for the State of Minnesota with the following additional dimensions:

- Takes account of elements specific to Minnesota's LTSS situation
- Prioritizes available care and affordability for Minnesota's older adult population.
- Attempts to encourage simplicity, system integration, equity, and accessibility of LTSS services
- Considers revised roles for private LTC insurance, for Minnesota's Medicaid program and for other funding sources including Medicare LTSS and Older Americans Act programs
- Open to exploring new and/or innovative models of LTC financing and service delivery

2.3 Range of Policy Options

STATE has identified policy options that it believes have the potential to be transformative for Minnesota and that should be considered in the development of recommendations for this study. The focus of this study will be to consider these options and **any others** that may emerge from the stakeholder and consumer input and engagement process delineated below to determine which have a high probability of being transformative, as well as a strong likelihood of being implementable. STATE encourages the chosen contractor to make additions and modifications to this list in conjunction with STATE staff with the ultimate goal of narrowing down to 3-4 options for final modeling and analysis.

Potential Policy Options

Potential policy options include:

1. **A "Back End Catastrophic" Public Program Option (comprehensive benefit set)** -This option would provide financial support for Older Minnesotans who encounter longer duration care situations (i.e. 3 or more years). It would require a waiting period (or deductible dollar amount) be met before people could begin accessing benefits. A key goal of this policy option is to enable integration with other potential funding sources to fill the initial waiting period gap. This option would then provide support to continue helping to fund needed care for as long as that need exists. This option would have a sufficient benefit level to provide robust funding for home and community-based services and/or provide a significant offset to Medicaid for the costs of institutional care in nursing home and assisted living facilities.
2. **Home and Community-Based Services for Middle Income Minnesotans Option (modest benefit set)** - This option would be a public program that provides funding for care and services for middle income older Minnesotans similar to the Back End Catastrophic program of Option 1, but with **more modest benefit levels and caps on the benefit duration** to keep the program costs down. It is envisioned that this program would, like Option 1, have a waiting period or dollar deductible. Because of more modest benefits levels, this option would focus on home and community-based services. Funds could also be used to offset the costs of Nursing Home care. It is envisioned as a bridge between front end, private long-term care/hybrid insurance and the

Medicaid program. This option would have a modest benefit level to provide funding for home and community-based services and provide some offset to Medicaid for the costs of institutional care in nursing home and assisted living facilities.

- 3. An Early Intervention Benefit for Minnesota Medicare Recipients Option.** This public program would provide modest, capped dollar, at-home benefits to Minnesota Medicare recipients with the goals of delaying or mitigating their need to spend out of pocket funds for paid care or spend down to be eligible for Medicaid. A key goal to this approach would be to have care coordination and preventative support services available to older Minnesotans prior to, or when they first begin to evidence the need for LTSS. The state is looking to the chosen contractor to model and evaluate a plan design with a sufficient benefit level to provide early assessment and home and community preventive care in Minnesota for up to 2 years. These benefits would be available prior to the utilization of private long-term care insurance or spending down to Medicaid's comprehensive LTSS waiver services.
- 4. Private Long-term Care Insurance Incentives Option (Additional Support Policy Option*).** STATE also believes that additional policy options may benefit this overall initiative by strengthening the appeal of private long term care insurance to help address gaps in funding. The state is looking for a contractor to evaluate the potential costs and benefits of regulatory or legislative modifications that can make private long term care insurance more affordable and more accessible to Minnesota middle income adults, prior to age 65.

This option could include:

- Modification of Minnesota's existing long term care tax credit program to make private insurance more affordable for Minnesota's middle-income population. That change could include increasing the amount of the credit from the current \$100 per year across the board, varying the amount of the tax credit by income, and making the credit an upfront premium reduction as opposed to the current delayed tax credit.
- Changes to Minnesota statutes that would remove impediments that restrict less expensive long term care insurance variations.
- Innovative ideas for strengthening private long term care insurance that emerge from the stakeholder and consumer engagement process

*Proposers may bid this task along with the transformative options above or separately as a stand along bid. The total available budget of seven hundred thousand dollars (\$700,000) applies for all 4 elements of the study.

2.4 Deliverables

STATE is looking for Responder(s) to work in conjunction with STATE staff to develop and implement an overall plan that includes the following components:

2.4.1 Stakeholder and Consumer Engagement and Input

The Responder will develop and implement a plan for conducting a robust stakeholder and consumer engagement and feedback process and incorporating that feedback into the Policy Options Analysis outlined below. The Responder should describe in detail their process for engaging consumers and stakeholders and for identifying and representing the consumers' and stakeholders' views.

Key elements of that process should include:

- Determining the overall LTSS financial needs of Minnesota's older adult population by conducting upfront research to explore key stakeholders and consumer views and perspectives regarding LTSS funding and their LTSS needs.
- Gaining specific consumer and stakeholder reactions to the policy options identified by STATE, and to other policy options and approaches that may arise from the upfront stakeholder and consumer research. This should include determining the positives and potential issues with each option among stakeholders and consumers.
- Incorporating results of the engagement and input process into Section 2.4.2 "Options Analysis"

In addition to consumers, stakeholders should include but not be limited to private long term care Insurers, State Medicaid Administrators, the Minnesota Board on Aging, representatives of Minnesota's large and small employers, the Minnesota Long Term Care Ombudsman, older adult advocacy groups such as AARP, Leading Age, and long term care providers and other stakeholders agreed to by the contractor and the Department of Human Services (DHS) staff Identifying stakeholders who support the final policy recommendations and gauging their support for implementation.

2.4.2 Options Analysis

Responder will develop and implement a plan to analyze, evaluate, price, and rate the policy options defined by STATE, as well as additional options identified through the stakeholder and consumer engagement process. That analysis should include the following elements:

- 1. Options Evaluation Criteria:** Responder will, in coordination with the STATE staff, establish and prioritize criteria to be used to assess, analyze, and determine the suitability of policy options. Examples of the evaluation criteria envisioned include:
 - Projected increases in access to and usage of LTSS by Minnesota's older adult population
 - Degree of anticipated systemic change in LTSS funding for each option
 - Estimated impact on the current and future caregiving crisis in Minnesota including family caregiving and the paid caregiving workforce
 - Implementation feasibility of each option
 - Ease of understanding of the program and usage of funds provided by each option for potential users
 - Level of integration with private insurance and the Minnesota's Medicaid program
 - Estimated costs to taxpayers in terms of impact on payroll deduction for each option and any other financial metrics depending on the funding approach

- Estimated benefits to the STATE in terms of cost reductions for Medicaid and/or other STATE programs for each option.
2. **Sample Plan Designs**-Using stakeholder feedback, Responder will define sample plan design details for each option. That definition should include eligibility clarifications including any work requirements, qualification for benefits (benefit triggers) level and duration of benefits, waiting periods or deductibles, method(s) of funding, and any other design elements Responder considers necessary.
 3. **Pro and Con Analysis**- Responder shall assess, analyze, and evaluate the advantages and disadvantages of each of the policy options to determine which best meets the evaluation criteria and the requirements of the STATE. That evaluation should include a detailed pro/con analysis that delineates the advantages and disadvantages of each analyzed options, including costs to participants and the STATE. Analysis should include the long-term implications of implementing any of these options for older Minnesotans, stakeholders, other aging programs and for the STATE budget.

2.4.3 Actuarial/ Financial Analysis

The Responder will propose a plan for conducting and/or managing the actuarial analyses to understand financial aspects of each considered option, and of the final recommended option. Elements should include but not be limited to:

- Projected numbers of total program enrollees
- Projected number of older Minnesotans to be served by each program (users) on an annual basis and for future years beginning in 2025 and extending for the duration of the program
- A break-out of users by income, race and ethnicity, urban/rural location, and other key demographic elements.
- Future impact on savings for the state Medicaid program (MA) and other state and federal programs for older adults including but not limited to Medicare, and The Older Americans Act.
- Impact on the caregiver crisis affecting the STATE, specifically related to the impact of additional funding available for paid caregivers in both home and community-based and institutional settings
- Potential alternative funding sources beyond payroll deduction
- Financial soundness of options and the recommended policy options assuming a 75-year time horizon
- Potential financial risks of the options and the recommended policies
- Any other potential impacts on the STATE the Responder believes should be considered by Minnesota decision-makers.

2.4.4 Overall Recommendations and Written Reports

The complete analysis should culminate in a set of final recommendations that would be incorporated into a legislative proposal tentatively called “**The OYF LTSS Funding and Services Initiative.**”

The Responder shall provide the following reports:

1. A report detailing on the key findings of the initial stakeholder and consumer research
2. A report detailing the results of the options analysis.
3. A report detailing the results of the actuarial results
4. A. Final Report which would bring together the three previous reports and provide the overall recommendations and support for them to be included in the legislative proposal.

Note: Responder(s) should assume that this project will have a high level of contact and interface between the Responder, the STATE staff and steering committee.

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 non-responsiveness. 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 "Exceptions to Sample Contract and RFP Terms" Required Form specified in 3.3b.

3.1 Proposal Contents

Responses to this RFP must consist of all the following components. Each of these components must be separate from the others and identified with labeled tabs. **The Cost Proposal must be submitted in SWIFT as a separate document from the Technical Proposal.**

Proposal Components

1. *Table of Contents*
2. *Technical Proposal Requirements*
 - a. Proposed Work Plan (Deliverables, work plan, and project management approach)
 - b. Relevant Responder Experience/Résumés of Lead Responder Staff
(Qualifications/experience of personnel working on the project)
3. *Required Statements and Forms (Pass/Fail)*
 - a. Responder Information and Declarations (Attachment A)
 - b. Exceptions to Terms and Conditions (Attachment B)
 - c. References (Attachment E)
4. *Potentially Applicable Forms*
 - a. Information Security Questions Form (*if applicable*)
 - b. Human Rights Compliance
 - i. Minnesota Workforce Certificate (Affirmative Action) (*if proposal is over \$100,000*)
 - ii. Equal Pay Certificate Form (*if proposal is over \$500,000*)

c. Veteran-Owned Preference Form (Attachment D)

5. *Cost Proposal* (Attachment C)

3.2 Technical Proposal Requirements

The following will be considered minimum requirements of the Technical Proposal. The emphasis should be on completeness and clarity of content. **The technical proposal must be submitted in Tahoma font, 12 pt or larger.**

a. Proposed Work Plan: The Responder should provide a description of the deliverables to be provided along with a detailed work plan that identifies how the major tasks are to be accomplished. The work plan should provide sufficient information to be used as a scheduling and managing tool, as well as the basis for invoicing. ***This document should NOT list cost detail. If cost detail is included in this document, the STATE may disqualify the proposal as non-responsive.*** Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract. Responder should include proposed staffing for the project and its risk assessment/management plan.

b. Relevant Responder Experience; Resumes of Lead Responder Staff: The Responder should demonstrate the length, depth, and applicability of prior experience in providing the requested services. This component of the Proposal must include previous experiences that will demonstrate the Responder's ability to deliver the services requested in this RFP. Responder should also provide a narrative description of the actual services. Describe what role, if any, staff proposed for this project had in the referenced service.

The Responder should also demonstrate the skill and experience of proposed lead staff. At a minimum, resumes must be provided for employees who would be assigned lead responsibilities on this Project. Resumes should describe the education, professional affiliations, and other relevant background of the lead staff to be assigned to this project. No change in the successful Responder's personnel assigned to this project will be permitted without the prior approval of the State Program Manager. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

3.3 Required Statements and Forms

The following forms referenced as Attachments are required statements that must be completed and included with your Proposal. Submit the completed forms, as required, in the "Required Statements and Forms" section of your Proposal. Failure to submit a Required Statement or to use the most current forms found in eDocs or attached to this RFP 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 (Attachment A): Complete and submit the "Responder Information and Declarations" form, which includes noncollusion and lobbying provisions. If you are required to submit additional information as a result of the declarations, include the additional

information as part of this form. The Responder may fail the Required Statements Review in the event that the 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.

b. Exceptions to Sample Contract and RFP Terms (Attachment B): 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. Responders who object to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the Exceptions to Sample Contract and RFP Terms and Conditions form. 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. References Form (Attachment E):

Responder should complete contact information for each reference and submit "Attachment E: Reference Form" with their RFP response. Responder should submit **three (3)** reference forms with each reference's company name and contact information with their response. Once Responder's response is received, the Solicitation Administrator will send the same form to Responder's reference(s) for each reference to fill out and return to the Solicitation Administrator.

References should answer every question and provide all information requested on the reference form. Failure to meet this requirement may result in the rejection of the entire solicitation response as non-responsive.

The STATE reserves the right to verify the information submitted on Attachment E before an award is made. The STATE reserves the right to contact the references listed in Attachment E. The solicitation response will be rejected if the STATE, in its sole discretion, receives information that indicates the Responder is non-responsible or non-responsive.

3.4 Potentially Required Statements and Forms

The following forms are required if the indicated conditions are applicable and will either be found in **eDocs**¹ by searching for the form numbers referenced below, or by pasting the form file path name found in the footnotes to your browser, or by referencing the indicated Attachment to this RFP.

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

a. Information Security Questions Form (if applicable) (DHS-7895-ENG)²:

If the RFP asks for the creation or hosting of an external website or application, each Responder must complete the Information Security Questions form and submit with its Proposal. STATE's Office of Information Security may ask for additional information from successful Responders based on this form.

b. Human Rights Compliance:

i. Workforce Certificate Information (DHS-7016-ENG)³: *(Applies if a resulting contract will be in excess of \$100,000).* Responders are required to complete and submit the Workforce Certificate Information page with their Proposal. As required by Minnesota Rules, part 5000.3600, Subp. 9, "[i]t is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency." Minnesota Department of Human Rights' (MDHR) Workforce Certificate instructions and Application Form can be obtained at this [link](#).⁴

ii. Equal Pay Certificate (DHS -7075-ENG)⁵: *(Applies if a resulting contract will be in excess of \$500,000).* Responder must complete and submit this form with its Proposal. It is the Responder's sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate from MDHR the prior to contract execution. This section does not apply to a contract to provide goods and services to individuals under chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is prerequisite to providing those goods and services.

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us. Responder must apply for an equal pay certificate by paying a \$150 filing fee and submitting an equal pay compliance statement to MDHR. MDHR's Equal Pay Certificate instructions and Application Form can be obtained at this [link](#).⁶

It is Responder's sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this Proposal and obtain the certification prior to the execution of any resulting contract.

² <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7895-ENG>

³ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG>

⁴ <https://mn.gov/mdhr/certificates/equalpay/#:~:text=An%20Equal%20Pay%20Certificate%20requires%20employers%20to%20pay,form%20and%20make%20an%20online%20payment%20of%20%24250.>

⁵ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG>

⁶ <https://mn.gov/mdhr/certificates/equalpay/#:~:text=An%20Equal%20Pay%20Certificate%20requires%20employers%20to%20pay,form%20and%20make%20an%20online%20payment%20of%20%24250.>

If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by the STATE upon notice that the MDHR has suspended or revoked the certificate of the business.

c. Veteran-Owned Preference Form (Attachment D): Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the STATE will award six percent (6%) preference points for certified small businesses that are majority owned and operated by veterans.

3.5. Cost Proposal (Attachment C)

Responders must submit Attachment C “Cost Detail Proposal” as their budget proposal for this project. The budget identified in the Cost Proposal must include all costs, including but not limited to travel expenses, mass mailings, fees, commissions, compensation, equipment, and other charges.

Submit the Attachment C: Cost Proposal as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response.

4. RFP PROCESS

4.1 Responders’ Questions

Responders’ questions regarding this RFP must be submitted prior to **4:00 p.m. Central Time on November 15, 2022**. All questions must be sent via email to: **Nikki M Peterson** at nikki.m.peterson@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 **seven (7) days** of receiving the question or **no later than November 22, 2022**.

4.2 Proposal Submission

All responses to this RFP (termed an “Event” within SWIFT) must be submitted through SWIFT using the [Supplier portal](#). Training and documentation on how to submit your response is available through the Supplier portal link above.

All responses to this RFP must be submitted and received in SWIFT **no later than the Event End Date and time** as set forth in the SWIFT Event Details applicable to this RFP.

Interested Responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. Electronic submissions to the STATE will be accepted beginning on the SWIFT Start

Date for this RFP. Cost information must be loaded into the system as a separate document(s) from your technical response.

The technical proposal must be submitted in Tahoma font, 12 pt or larger.

All Proposals will be automatically time and date stamped internal to the SWIFT system when they are received. Proposals received after End Date above will not be considered. The STATE shall not be responsible for any errors or delays caused by technology-related issues, even if they are caused by the STATE.

NOTE: If you are reviewing this RFP in the SWIFT system or downloaded the RFP from the SWIFT system, you are likely already a registered vendor with the STATE. If you are reviewing this RFP in paper form, you may need to register as a vendor by going to <https://mn.gov/mmb/accounting/swift/vendor-resources/>. For new vendors, please note that approval of your registration may take 3 – 4 business days. If you need assistance obtaining a vendor ID or completing the registration process, please call 651-201-8100, Option 1.

Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the Responder.

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. Non-selection 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.

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 Proposals,
2. provide oral presentations of their Proposals, 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 "Required Statements and Forms" 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. Work Plan for Deliverables	350
2. Qualifications and Experience	350
3. Cost Proposal	300
Total:	1000
4. Preference Points (if applicable)	60 (max)

- 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.

NOTE: Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded. In accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the STATE as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned (VO) businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

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 **twenty one (21)** days after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

The STATE will make its selection based on best value, as determined by the evaluation process described above. The STATE reserves the right to pursue negotiations on any exception taken to the STATE's standard terms and conditions. In the event that negotiated terms cannot be reached, the STATE reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the STATE deems appropriate. If the STATE anticipates multiple awards, the STATE reserves the right to negotiate with more than one Responder.

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 recommend another Responder(s).

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 contract. **The requirements are set forth throughout this RFP, this section, and in the sample contract attached as Appendix A. The attached sample 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. 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.

D. Accessibility Standards. Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MNIT Services Accessibility Standards](#). (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.

E. License. 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.

F. Term. The STATE may extend the contract, in increments determined by STATE, not to exceed a total contract term of five years.

7. SOLICITATION TERMS

A. Competition in Responding

The STATE desires open and fair competition. Questions from Responders regarding any of the requirements of the RFP must be submitted in writing to the RFP Administrator before the RFP due date and time. If changes are made, the STATE will issue an addendum.

Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

B. Addenda to the RFP

Changes to the RFP will be made by addendum with notification and posted in the same manner as the original RFP. Any addenda issued will become part of the RFP.

C. Data Security - Foreign Outsourcing of Work is Prohibited

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

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 contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

E. Joint Ventures

The STATE allows joint ventures among groups of Responders when responding to the RFP. However, one Responder must submit a response on behalf of all the others in the group. The Responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

F. Withdrawing Response

A Responder may withdraw its response prior to the due date and time of the RFP. For solicitations in the SWIFT Supplier Portal, a Responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a Responder may withdraw its response by notifying the RFP Administrator in writing of the desire to withdraw.

After the due date and time of this RFP, a Responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to RFP Administrator within a reasonable time and prior to the STATE's detrimental reliance on the response.

G. Rights Reserved

The STATE reserves the right to:

- Reject any and all responses received.
- Cancel the RFP at any time and for any reason with no cost or penalty to STATE.
- Not be liable for any errors in the RFP or other responses related to the RFP.
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- Negotiate with the highest scoring Responder(s);
- Terminate negotiations and select the next response providing the best value for the STATE;

- Consider documented past performance resulting from a STATE contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- Request additional information; and
- Use estimated usage or scenarios, modify scenarios and request or add additional scenarios for the purpose of conducting pricing evaluations.

H. Samples and Demonstrations

Upon request, Responders are to provide samples to the STATE at no charge. Except for those destroyed or mutilated in testing, the STATE will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

I. Responses are Nonpublic during Evaluation Process

All materials submitted in response to this RFP will become property of the STATE. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the STATE having completed negotiating a contract with the selected Responder. The STATE will notify all responders in writing of the evaluation results.

J. Trade Secret Information

Responders must not submit trade secret material as part of their response, as defined by Minn. Stat. § 13.37.

In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the STATE, its agents and employees, from any judgements awarded against the STATE in favor of the party requesting the data, and any and all costs connect with that defense.

The STATE does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

A Responder may present and discuss trade secret information during an interview or demonstration with the STATE, if applicable.

K. Conditions of Offer

Unless otherwise approved in writing by the STATE, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the STATE, or they are changed by further negotiations with the STATE prior to contract execution.

L. Award

Any award that may result from this RFP will be based upon the total accumulated points as established in the RFP. The STATE reserves the right to award this RFP to a single Responder, or to multiple Responders, whichever is in the best interest of the STATE, providing each Responder is in compliance with all terms and conditions of the RFP. The STATE reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the STATE.

M. Requirements Prior to Contract Execution

Prior to contract execution, a Responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

N. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the STATE as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit [the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651.296.2600

O. Reciprocity

STATE shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

Remainder of the page intentionally left blank. (Appendix and Attachments follow)



APPENDIX A: SAMPLE STATE PROFESSIONAL TECHNICAL CONTRACT

Minnesota Department of Human Services Professional Technical Contract

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

RECITALS

Under Minnesota Statutes, sections 15.061 and 256.01, subdivision 2(a)(6) [Click here to enter additional authority](#), the STATE has authority to enter into contracts to provide services and engage in activities as necessary to carry out its mission.

STATE is in need of the following services: [Click here to enter services](#).

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

STATE will share the following Protected Information:

STATE’s purpose for Sharing Protected Information and Expected Outcomes is:

STATE is permitted to share Protected Information with CONTRACTOR in accordance with Minnesota Statutes, section 13.46.

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 16C.05, subdivision 2, whichever is later. CONTRACTOR may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

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

1.3. No performance before notification by STATE. CONTRACTOR 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. § 16C.05, subd. 2](#), and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. CONTRACTOR shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; State audits; Contractor Data Disclosure; Publicity; and Jurisdiction and Venue.

1.5. Time is of the essence. CONTRACTOR 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. CONTRACTOR'S DUTIES.

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

2.2. 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 [Minnesota IT \(MN.IT\) Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/),⁷ as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards 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 CONTRACTOR under this CONTRACT.

- a. **Compensation.** CONTRACTOR will be paid in accordance with **Attachment B, Budget**, which is attached and incorporated into this CONTRACT.

- b. **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract in an amount not to exceed _____ dollars (\$_____.00); provided, that CONTRACTOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "[Commissioner's Plan](#)", set by the Commissioner of Minnesota Management and Budget and incorporated by reference. CONTRACTOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written

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

approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. CONTRACTOR 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 CONTRACTOR shall not exceed [Click here to enter amount in words](#) dollars (\$[Click here to enter number amount](#)).
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Payment.

- a. **Invoices.** Payments shall be made by STATE promptly after CONTRACTOR submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to clause 5.1. Invoices shall be submitted in a form prescribed by STATE, if applicable. If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format. Invoices will be submitted timely according to the following schedule: [Click here to enter invoicing schedule](#). If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format.
- b. **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than ninety (90%) percent of the compensation due under this CONTRACT may be paid until the final product(s) of the CONTRACT has been reviewed by the STATE and it has been determined that the CONTRACTOR has satisfactorily fulfilled all the terms of the contract. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below:
 - [OPTION A:]** Ten percent (10%) of the total amount of each invoice submitted by CONTRACTOR for payment. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
 - [OPTION B:]** Withholding payment on invoices at the beginning of the contract until the withheld amount equals ten percent (10%) of the total obligation amount. Once the withheld payments equal ten percent (10%) of the total obligation amount, future invoices related to this contract will be paid in full after the STATE'S Authorized Representative approves the work associated with each invoice. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
 - [OPTION C:]** Invoice amounts presented that equate to ninety percent (90%) of the total obligation amount will be paid in full. Invoice amounts presented that equate to the remaining ten percent (10%) will be withheld and paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

- c. **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 CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Any changes to the federal funds must be communicated to the CONTRACTOR with an amendment, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that CONTRACTOR is a “contractor” rather than a “subrecipient” pursuant to 2 C.F.R section 200.331.

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

1. *CONTRACTOR (subrecipient) Name:* [Click here to enter name](#) (Must match the name associated with the Unique Entity Identifier.)
2. *CONTRACTOR Unique entity identifier (UEI).* CONTRACTOR’s UEI is [Click here to enter number](#). Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match CONTRACTOR’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 CONTRACTOR (subrecipient) in this CONTRACT:* \$[Click here to enter amount](#)
8. *Total Amount of federal funds obligated to CONTRACTOR (subrecipient) by STATE, including the current CONTRACT:* \$[Click here to enter amount](#)
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (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 this federal award is*: [Click here to enter rate](#) including if the *de minimis* rate is charged.

3.3. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, CONTRACTOR must pay all subcontractors, within ten (10) calendar days of CONTRACTOR'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. CONDITIONS OF PAYMENT.

All services provided by CONTRACTOR 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. CONTRACTOR 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.

5. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

5.1. 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 CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.a.

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

5.3. Information Privacy and Security. (If applicable) CONTRACTOR'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](#).

6. CANCELLATION.

6.1. For cause or convenience. This CONTRACT may be canceled by the STATE or the Minnesota Commissioner of Administration at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6.2. 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 CONTRACTOR. STATE is not obligated to pay for any services that are provided after the effective date of termination. CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of STATE's receiving that notice.

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

7. INDEMNIFICATION.

In the performance of this CONTRACT by CONTRACTOR, or CONTRACTOR's agents or employees, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR may have for STATE's failure to fulfill its obligation under this CONTRACT.

8. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. [Minn. Stat. § 13.02, subd. 8a.](#)
- b. It is expressly agreed that CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for

purposes of, performing under this CONTRACT. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, CONTRACTOR will be responsible for its own compliance.

- c. Notwithstanding paragraph a. and b., in its capacity as CONTRACTOR under this CONTRACT, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or STATE.
- d. In its capacity as CONTRACTOR under this contract, CONTRACTOR 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 CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this CONTRACT, CONTRACTOR must immediately notify and consult with STATE’s Authorized Representative as to how CONTRACTOR should respond to the request.
- f. Under this CONTRACT, CONTRACTOR 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 CONTRACTOR in performing its duties under this CONTRACT.
- g. CONTRACTOR’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. CONTRACTOR 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 CONTRACTOR in performing its duties under this CONTRACT.

8. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as **Attachment [Click here to enter letter](#)**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

8. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as **Attachment [Click here to enter letter](#)**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. Definitions.

- a. “Documents” are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by CONTRACTOR, its employees, agents, or subcontractors, in the performance of this CONTRACT.
- b. “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this CONTRACT, and any derivatives of that intellectual property.
- c. “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 CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.”

9.2. 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 CONTRACTOR upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” CONTRACTOR must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’s ownership interest in the Works and Documents. If using STATE data, CONTRACTOR must cite the data, or make clear by referencing that STATE is the source.

9.3. Pre-existing Intellectual Property. Each Party shall retain ownership of its respective pre-existing intellectual property. The CONTRACTOR grants the STATE a perpetual, irrevocable, non-exclusive, royalty free license for CONTRACTOR’s pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the CONTRACT.

9.4 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 CONTRACTOR, including its employees and subcontractors, and are created and paid for under this CONTRACT, CONTRACTOR will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or

disclosure thereon. CONTRACTOR will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. Filing and recording of ownership interests.** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR 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 any other indemnification obligations addressed within this CONTRACT, CONTRACTOR will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR's or STATE's opinion is likely to arise, CONTRACTOR must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

10. INSURANCE REQUIREMENTS.

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

10.1. Worker's Compensation. The CONTRACTOR certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR'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. CONTRACTOR's employees and agents will not be considered employees of STATE. 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 CONTRACTOR from Workers' Compensation insurance mandates, including if CONTRACTOR has no employees in the State of Minnesota, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements.

10.2. General Commercial Liability Insurance. CONTRACTOR agrees that it will at all times during the term of the 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 contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by CONTRACTOR under the CONTRACT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

10.3. Commercial Automobile Liability Insurance. CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos, which may arise from operations under this CONTRACT. In the case that any work is subcontracted, CONTRACTOR 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, Owned, Hired, and Non-owned Automobile coverage should be included.

10.4. Professional Liability Insurance.

This policy will provide coverage for all claims the CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONTRACTOR's professional services required under the CONTRACT. CONTRACTOR 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 CONTRACTOR and may not exceed \$50,000 without the written approval of the STATE. If the CONTRACTOR desires authority from the STATE to have a deductible in a higher amount, the CONTRACTOR shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to fulfill this requirement.

10.5. Additional Insurance Conditions:

- a. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of CONTRACTOR's performance under this Contract.
- b. If CONTRACTOR receives a cancellation notice from an insurance carrier providing coverage, CONTRACTOR agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR'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. CONTRACTOR is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. If CONTRACTOR is self-insured, a Certificate of Self-insurance must be provided to STATE.
- e. STATE shall be named as a certificate holder on applicable policies.
- f. CONTRACTOR's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- g. CONTRACTOR's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- h. An Umbrella or Excess Liability insurance policy may be used to supplement CONTRACTOR's policy limits to satisfy the full policy limits required by CONTRACT.

11. HUMAN RIGHTS COMPLIANCE.

11.1. Affirmative Action requirements for Contractors with more than 40 full-time employees and contract in excess of \$100,000. (If this contract, including all amendments, does not exceed \$100,000, this provision does not apply). If CONTRACT exceeds \$100,000 and CONTRACTOR employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

11.2. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of

compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3. Minn. R. parts 5000.3400-5000.3600.

- a. General.** Minn. R. parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- b. Disabled Workers.** CONTRACTOR must comply with the following affirmative action requirements for disabled workers:

 1. CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 2. CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 3. In the event of CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 4. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 5. CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- c. Consequences.** The consequences for CONTRACTOR's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation

of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

- d. **Certification.** CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

11.4. Equal pay certificate.

- a. **Scope.** Pursuant to [Minn. Stat. § 363A.44](#), STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.
- b. **Commissioner's right to waive requirement.** This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.
- c. **Consequences.** If CONTRACTOR fails to obtain an equal pay certificate as required by [Minn. Stat. § 363A.44](#), or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked CONTRACTOR's equal pay certificate.
- d. **Certification.** CONTRACTOR certifies that it has a current equal pay certificate approved by MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. CONTRACTOR certifies it is aware of the consequences for noncompliance.

12. AUDIT REQUIREMENTS AND CONTRACTOR DEBARMENT INFORMATION.

12.1. State audits.

Under [Minn. Stat. § 16C.05, subd. 5](#), the books, records, documents, and accounting procedures and practices of CONTRACTOR and its employees, agents, or subcontractors relevant to this 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.

12.2. Independent audit. If CONTRACTOR conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

12.3. Federal audit requirements. CONTRACTOR 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, CONTRACTOR acknowledges that CONTRACTOR and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

12.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

CONTRACTOR 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.

CONTRACTOR's certification is a material representation upon which the CONTRACT award was based.

CONTRACTOR 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.

12.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.

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

13. CONTRACTOR DATA DISCLOSURE.

Consistent with Minn. Stat. §§ 270B.09, [270C.65](#), subd. 3, and 270C.66, and other applicable law, CONTRACTOR 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 CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.

14. PUBLICITY.

14.1 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 CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT.

14.2 Endorsement. CONTRACTOR must not claim that STATE endorses its products or services.

15. 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.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding clause 17.2, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. CONTRACTOR 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. ASSIGNMENT, AMENDMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Assignment. CONTRACTOR shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

17.2. 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.

17.3. Severability. 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 17.2.

17.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and CONTRACTOR. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROHIBITION ON WEAPONS. CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.

19. E-VERIFY CERTIFICATION.

In accordance with Minn. Stat. § 16C.075, For services valued in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify Subcontractor Certification Form](#).⁸ All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

20. CERTIFICATION OF NONDISCRIMINATION.

In accordance with Minn. Stat. § 16C.053, any contract for which the value, including all extensions, is \$50,000, CONTRACTOR certifies it does not engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the CONTRACTOR's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

21. SUBCONTRACTOR DIVERSE SPEND REPORTING.

If the total value of this contract may exceed \$500,000, including all extension options, CONTRACTOR must track and report, on a quarterly basis, the amount spent with diverse businesses both: 1) directly to subcontractors performing under the CONTRACT, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this CONTRACT compared to CONTRACTOR'S overall revenue). When this applies, CONTRACTOR will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

22. LEGAL COMPLIANCE.

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

22.2 Nondiscrimination. Pursuant to Minn. Stat. § 181.59 and other applicable law and policy, CONTRACTOR will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, 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. CONTRACTOR must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, CONTRACTOR's employee, a

⁸ <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>

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 CONTRACTOR program or activity.

CONTRACTOR 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).

23. 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.

24. CRIMINAL BACKGROUND CHECK REQUIRED.

CONTRACTOR and CONTRACTOR’s employees, agents, independent contractors, or subcontractors performing services under this Contract shall execute and submit an informed consent form allowing STATE to conduct a criminal background check using a computerized criminal history system operated by the Minnesota Department of Public Safety’s Bureau of Criminal Apprehension (“CCH Background Check”) before work can begin under this Contract. Alternatively, if directed by STATE, CONTRACTOR and CONTRACTOR’s employees, agents, independent contractors, or subcontractors performing services under this Contract shall cooperate with a criminal background check conducted by a third party.

STATE may, in its discretion, immediately terminate this CONTRACT in accordance with clause 6.1 upon STATE’S determination that the results of the CCH Background Check constitutes a disqualifying crime or conduct under Minn. Stat. §§ 245C.14 and 245C.15.

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APPENDIX B: OWN YOUR FUTURE

ORGANIZATIONS REPRESENTED IN THE Own Your Future (OYF) ADVISORY PANEL

- AARP Minnesota
- Alzheimer's Association, Minnesota, North Dakota Chapter
- Care Providers of Minnesota (CPM)
- Central MN Council on Aging
- Leading Age Minnesota
- Reverse Mortgages SIDAC
- SEIU Healthcare Minnesota
- Minnesota Board on Aging
- Minnesota Business Partnership
- Minnesota Chamber of Commerce
- Minnesota Council of Health Plans
- MN Insurance and Financial Services Council
- Minnesota Home Care Association
- Minnesota Leadership Council on Aging
- MN River AAA, Inc.
- Newman Long-Term Care
- Horizon Agency
- University Of Minnesota
- Minnesota Departments of Commerce, Health, Revenue, MMB, State Retirement System

OYF STAKEHOLDER ACTIVITIES

OYF Stakeholder and public awareness and policy initiatives have included:

- Meetings, presentations, and other efforts to reach out to key audiences around the state
- The creation of an Own Your Future website to provide objective information to help individuals plan for their long-term care.
- The encouragement of new and refreshed insurance and financial products targeted toward middle-income households
- A financial awareness summit at DHS (December 2018) and a pre-Covid LTSS Summit at the University of Minnesota (January 2020)
- A discussion of the State of Washington long-term care program (July 2021)
- A discussion of care provision challenges by key care providers in MN (September 2021)
- A session co-sponsored with MN's long term care insurance companies, the Department of Commerce and DHS to gain industry perspectives on the future of LTC funding. January 2022
- A successful legislative initiative on the Life Stage product authorization language (Minn. Laws 2022, chapter 79 <https://www.revisor.mn.gov/laws/2022/0/Session+Law/Chapter/79/>)

ATTACHMENT A: RESPONDER DECLARATIONS (REQUIRED)

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

- A. Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. Non-Collusion Certification.**
 - 1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 - 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
 - 1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - 2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 - 3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

- E. Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- F. Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS (REQUIRED)

The STATE presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The STATE reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to STATE’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: COST DETAIL/PROPOSAL (REQUIRED)

Responders must submit Attachment C “Cost Detail Proposal” as their budget proposal for this project. The budget identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, equipment and other charges. Please use this format for writing your budget. The names of column are provided as examples. You may or may not want to use the same line items, depending on the tasks and deliverables you are proposing.

The cost proposal should detail costs for the proposed deliverables by quarter and in total. Key assumptions used to derive the cost details should be included as well.

The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Submit the Attachment C: Cost Proposal as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response. The Proposal must be open for acceptance until a contract is executed, the Solicitation is cancelled, or 180 days after the due date and time of the Solicitation, whichever comes first.

*Please add additional rows to the table for additional tasks as needed

Deliverable	Task	Due Date	Hourly Rate	Number of Hours	Amount
2.4.1 Stakeholder and Consumer Engagement and Input					Phase 2.4.1 total \$
2.4.2 Options Analysis					Phase 2.4.2 total \$
2.4.3 Actuarial/Financial Analysis					Phase 2.4.3 total \$

Deliverable	Task	Due Date	Hourly Rate	Number of Hours	Amount
2.4.4 Overall Recommendations and Written Reports					Phase 2.4.4 total \$
Travel					Travel total \$
Equipment					Equipment total \$
Total					\$

ATTACHMENT D: VETERAN-OWNED PREFERENCE FORM
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 6% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference

By signing below, I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

ATTACHMENT E: REFERENCE FORM (REQUIRED)

Responder/Company Name:

Contact Name:

Address:

Email:

Phone Number:

1. Description of project(s):

2. Dates of Engagement:

3. Were the project(s) completed on budget? If not, please explain.

4. Were the project(s) complete on time? If not, please explain.

5. What went well with the project(s)?

6. What could have gone better with the project(s)?