

Executive Committee Meeting**Microsoft Teams meeting**[Click here to join the meeting](#)**Or call in (audio only)****Phone Number:** 1-218-302-1404**Conference ID:** 553 941 700#**January 13, 2021****9:00 AM**

	Page	Action
I. Call to Order – (Bob Roesler)		
II. Roll Call – (Bob)		
III. Approval of Agenda – (Bob)		Action
IV. Chair's Report – (Bob)		
V. Grant & Contract Manager – (Rhonda Hiller Fjeldberg)		
VI. Information & Assistance Director – (Robin Thompson)		
A. Update		
VII. Finance Director – (Joyce Prahm)		
A. Enhanced Home Care Funds		Action
B. Update		
VIII. Executive Director Report – (Jason Swanson)		
A. Board Strategic Planning		
B. Office Update		Action
C. Area Plan Grant Agreement	1-37	
D. Innovations for Aging Recommendation Letters	38-41	Action
E. Other		
IX. Other – (Bob)		
X. Next Meetings		
A. Full Board – February 10, 2021 – Virtual		
B. Finance Committee – February 10, 2021 (following Full Board Mtg.) – Virtual		
XI. Adjourn – (Bob)		

December 31, 2020

Minnesota Board on Aging
Attn: Kari Benson
540 Cedar Street
P.O. Box 64976
Saint Paul, MN 55164

Re: CY21 Area Plan Grant Agreement

Dear Kari Benson,

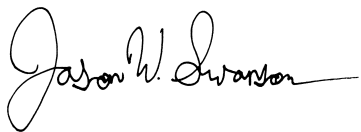
The Minnesota River Area Agency on Aging (MNRAAA) has executed the CY21 Area Plan Grant Agreement (Agreement) under duress due to the last minute release of the Agreement

In early 2020, Minnesota Board on Aging (MBA) modified the Area Plan timeline for submitting Area Plans to allow additional time for the MBA Board to comment on the Area Plan and for AAA's to review, negotiate and understand the Agreement. This would allow AAA's to review with their respective boards as well. While MNRAAA adhered to the timeline, we feel MBA fell short in being an open, transparent partner and funder with the late release of the Agreement.

To continue to support older adults, caregivers, community-based organizations and other stakeholders who desperately need services during these trying times, MNRAAA executed the Agreement as the other option would have had serious implications on the ability of our organization to meet our publicly expected and identified mission.

MNRAAA respectfully requests MBA to schedule time with MNRAAA to review and provide an understanding of the Agreement. The Minnesota Association of Area Agencies on Aging has submitted recommendations for Agreement changes which can be the starting point for our conversation.

Submitted,

A handwritten signature in black ink, appearing to read "Jason W. Swanson". The signature is fluid and cursive, with a long horizontal line extending from the end.

Jason W. Swanson, HSE
Executive Director
Minnesota River Area Agency on Aging, Inc.

December 28, 2020

Jason Swanson, Executive Director
Minnesota River Area Agency on Aging
201 N Broad Street
Suite #102
Mankato, MN 56001-3585

Re: CY21 Area Plan Grant Agreement - For your review and signature

Dear Jason:

Attached, for your review and signature, is the CY21 Area Plan Grant Agreement (%187561) between the Minnesota River Area Agency on Aging®, Inc. (MNRAAA) and the Minnesota Board on Aging (MBA).

This Grant Agreement when fully executed awards the approved \$3,892,505 in estimated carryover for Title III and \$4,444,406 in new obligational authority to MNRAAA to perform the duties in accordance with your Area Plan presented and approved with specific conditions on October 30, 2020, by the MBA. MNRAAA has met all of the specific conditions in your CY21 Area Plan listed on the [MBA BoardDocs website](#) under [Meetings > Oct 30, 2020 Full Board Meeting > View the agenda > 4.8 POC-MNRAAA Discussion & Motion](#).

Upon full execution, you will be able to request payment of the initial advance as specified in section 3.2.a. of the attached Grant Agreement. The advance payment request form is also attached.

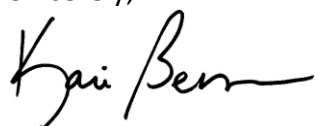
The MBA is now using DocuSign to sign all NGAs. Via DocuSign, you can change the responsibility for signing to whomever is authorized to sign for your Area Agency on Aging.

When fully signed, a copy will be emailed to you via the MBA DocuSign account. You should download and save this copy for your records.

Copies also will automatically be sent to Christy Peterson and the MBA Finance email. If you have any questions about using DocuSign, email the MBA Finance Team at MN.DHS.MBAFinance@state.mn.us.

If you have any questions regarding this award, please contact Christy Peterson at christy.ceesay@state.mn.us.

Sincerely,



Kari Benson
Executive Director



Grant Agreement

RECITALS

This Grant Agreement, and all amendments and supplements to the Grant Agreement ("GRANT AGREEMENT"), is between the State of Minnesota, Minnesota Board on Aging ("STATE") and Minnesota River Area Agency on Aging®, Inc. (AAA), an independent grantee, not an employee of the State of Minnesota, located at 210 North Broad Street, Suite #102, Mankato, Minnesota 56001 ("GRANTEE" or "AAA GRANTEE").

This GRANT AGREEMENT is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this GRANT AGREEMENT and other requirements have the following order of precedence: (1) Grant Agreement terms and conditions; (2) statutes; (3) State of Minnesota executive orders; (4) program regulations; (5) administrative regulations found in 45 CFR Part 75; and (6) STATE agency policies.

STATE, pursuant to Minnesota Statutes, section 256.975, has authority to enter into grant agreements for the following services: effective implementation either through direct service or contracts of Title III of the Older Americans Act (OAA), Nutrition Services Incentive Program, State Nutrition Meals, State Information and Assistance Program, State Prescription Assistance Program, State Long-Term Care Consultation and State Return to Community.

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

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

THEREFORE, the parties agree as follows:

1. GRANT AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This GRANT AGREEMENT is effective on **January 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This GRANT AGREEMENT is valid through **December 31, 2021**, or until all obligations set forth in this GRANT AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

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

1.4. Survival of terms. AAA GRANTEE shall have a continuing obligation after the expiration of GRANT AGREEMENT to comply with the following provisions of GRANT AGREEMENT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights; 12. Publicity; 15. Ownership of Equipment; 16.1. State Audit; and 18. Jurisdiction and Venue.

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

2. GRANTEE'S DUTIES.

2.1 Duties. AAA GRANTEE shall perform duties in accordance with the Attachment A: Area Plan (Sections A-C) attached and incorporated, as approved with [specific conditions](#) by the Minnesota Board on Aging on October 30, 2020. Specific conditions are found at <https://go.boarddocs.com/mn/mboa/Board.nsf/Private> and clicking on Meetings > Oct 30, 2020 Full Board Meeting > View the agenda > 4.8 POC-MNRAAA Discussion & Motion.

2.2 Statutes, Regulations and Policies.

The AAA GRANTEE assures that all its activities in Attachment A: Area Plan (Sections A-C) shall conform with all applicable Federal, State and local laws and with Federal and State regulations and program standards and program instructions of the STATE's Minnesota Board on Aging.

This GRANT AGREEMENT is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Grant Agreement and other requirements have the following order of precedence: (1) Grant Agreement terms and conditions; (2) statutes; (3) State of Minnesota executive orders; (4) program regulations; (5) administrative regulation found in 45 CFR Part 75; and (6) STATE agency policies. The federal Nutrition Services Incentive Program (NSIP) award provides additional funding that must be used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for state or local administrative costs.

The STATE encourages AAA GRANTEE to consult Section B Assurances in the Attachment A: Area Plan and the following which is not intended to be a comprehensive list:

Federal Statutes, Regulations, and Policies

45 CFR Part 75 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*

2 CFR Part 382 (*Requirements for Drug-Free Workplace*)

AAA GRANTEE is encouraged to consult primary sources provided by the federal and STATE government.

U.S. Department of Health and Human Services Grants Policy Statement
<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

Administration for Community Living
<https://www.acl.gov/grants/managing-grant>

State Statutes, Regulations and Policies

[Minnesota Statute 116L.66-Jobs Registration](#) A business or private enterprise receiving grants or loans from the state in amounts over \$200,000 a year shall, as part of the grant or loan, agree to list any vacant or new positions with the state workforce centers.

[Minnesota Statutes, section 256.975, Minnesota Board on Aging.](#)

2.3 Accessibility. Any information systems, tools, content, and work products produced under this GRANT AGREEMENT, 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 Accessibility Standards, 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 Services Accessibility Standards (link below) and any documents, reports, communications, etc. contained in an electronic format that AAA 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 GRANT AGREEMENT.

Consult <https://mn.gov/mnit/about-mnit/accessibility/> for more information.

2.4 Area Plan Reporting. Area plan reporting refers to all reporting due and necessary from the AAA GRANTEE and its subrecipients.

- a. Report progress outlined in the Area Plan for the time January 1-December 31, 2021.** Half Year Area Plan Program Reports shall be completed in the STATE's Foundant website and submitted via that portal, in accordance with the following schedule:

For Activities Provided	Report Due
1 st Half 2021 (January 1 - June 30, 2021)	July 20, 2021
2 nd Half 2021 (July 1 – December 31, 2021)	January 20, 2022

- b. Quarterly reporting.** AAA GRANTEE shall have all reportable information into MBA prescribed systems no later than close of business in on April 20, July 20 and October 20 of 2021 and January 20, 2022. Reportable information may include: Grant Utility data, PeerPlace data from both providers and AAA, Request for payments and/or other reports as requested/required by MBA.

2.5 Area Plan Questions. Questions on policy and procedures relating to the Area Plan and reporting must be directed to the MBA Area Plan mail box at MBA.AreaPlan@state.mn.us for official responses.

2.6 Policy Questions. Questions concerning policies not directly related to the Area Plan and not addressed in the MBA Operations Manual must be directed to AAAPolicy@state.mn.us so that MBA may answer officially AAA GRANTEE questions.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by AAA GRANTEE under this GRANT AGREEMENT.

- a. Compensation.** AAA GRANTEE will be paid in accordance with Attachment A: Area Plan (Section A-C), which is on the Minnesota Board on Aging Foundant portal, attached and included in this Grant Agreement, and provided program/data reports are entered into Peer Place, Grant Utility and other reports as directed to the mba.areaplan@state.mn.us inbox and Foundant as applicable.
1. AAA GRANTEE must obtain prior approval in writing from STATE before changing any part of the budget. Notwithstanding Clause 21.1 of GRANT AGREEMENT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.
 2. If AAA GRANTEE's approved budget changes proceed without an amendment pursuant to this clause, AAA GRANTEE must record the budget change on a form provided by STATE.
 3. AAA GRANTEE must submit payment requests to MBA mail box MN.DHS.MBAFinance@state.mn.us; payment requests will be reviewed for approval in accordance to clauses 4.1 and 7.1.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of AAA GRANTEE's performance under this GRANT AGREEMENT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. AAA GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to AAA GRANTEE shall not exceed **eight million three hundred thirty-six thousand nine hundred eleven dollars (\$8,336,911).**

Program/ Fund Source	Previous Grant Unearned- Estimated*	New Obligational Authority	Total Authorized	(1) Accounting Codes & (2)Federal Grant Award Nos.	CFDA Nos.
Title 3A- Administration	\$0	\$264,448	\$264,448	Proj. No. 316-21- 003A & 2101MNOA-00	93.044, 93.045, 93.052
Title 3B - Program Development & Coordination	\$0	\$143,245	\$143,245	Proj. No. 316-21- 0PDC & 2101MNOASS-00	93.044
Administrative Total			\$407,693		
Title 3B - Supportive Services	\$629,148	\$429,738	\$1,058,886	Proj. No. 316-21- 2101MNOASS-00	93.044
Title 3C1 - Congregate Meals	\$1,082,285	\$875,306	\$1,957,591	Proj. No. 316-21- 2101MNOACM-00	93.045
Title 3C2 - Home- Delivered Meals	\$1,879,473	\$449,955	\$2,329,428	Proj. No. 316-21- 2101MNOAHD-00	93.045
Title 3D - Health Promotion	\$67,822	\$47,234	\$115,056	Proj. No. 316-21- 2101MNOAPH-00	93.043
Title 3E - Family Caregiver	\$233,777	\$321,409	\$555,186	Proj. No. 316-21- 2101MNOAFC-00	93.052

Program/ Fund Source	Previous Grant Unearned- Estimated*	New Obligational Authority	Total Authorized	(1) Accounting Codes & (2)Federal Grant Award Nos.	CFDA Nos.
Federal Nutrition Services Incentive Program	\$0	\$293,835	\$293,835	Proj. No. 316-21- 2101MN0ANS-00	93.053
State Nutrition	\$0	\$350,004	\$350,004	Proj. No. 316-21- STNU	N/A
State Information & Assistance Program	\$0	\$140,541	\$140,541	Proj. No. 316-21- OSLL	N/A
State Prescription Assistance Program	\$0	\$84,090	\$84,090	Proj. No. 316-21- SPAP	N/A
State Long- Term Care Consultation	\$0	\$212,816	\$212,816	Proj. No. 316-21- LTCC	N/A
State Return to Community Initiative	\$0	\$831,785	\$831,785	Proj. No. 316-21- RTCI	N/A
TOTALS	\$3,892,505*	\$4,444,406	\$8,336,911		

*Previous Grant Unearned/Estimated is based on AAA GRANTEE's budget section C-5 which is part of Attachment A: Area Plan (Sections A-C). The carryforward amount identified is an estimate and is subject to change pending reconciliation of Grantee CY20 Area Plan grant agreement, as amended.

d. Withholding. For compensation payable under this GRANT AGREEMENT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Reimbursement. Reimbursement shall include:

i. One/Two Cash Advance

- a. Initial cash advance up to \$2,098,270.00 (equal to one calendar quarter of Older Americans Act Title III A (Administration); Title III-B Program Development & Coordination; Titles III-B, C1, C2, D and E; State Information and Assistance Program; State Prescription Assistance Program; State Long-Term Care Consultation; and State Return to Community Initiative funds and one-half of State Nutrition. AAA GRANTEE may elect to receive one-half of the State Nutrition funds for the half year beginning January 1, 2021 and ending June 30, 2021 as part of its advance.
 - a. Payment of initial cash advance to be completed upon GRANT AGREEMENT execution (on 1/1/2021 or when fully signed);
 - b. Portion of initial cash advance paid from OAA Title III B, C1, C2, D and E will be completed in two payments: one for 2 months (or 16.67%) and one for 1 month (8.33%) on or before 2/1/2021. This includes cash advance for Title 3 Admin awards.
 - b. A second cash advance up to \$2,098,270.00 equal to one calendar quarter of Older Americans Act Title III A (Administration); Title III-B Program Development & Coordination; Titles III-B, C1, C2, D and E; State Information and Assistance Program: State Prescription Assistance Program; State Long-Term Care Consultation; and State Return to Community Initiative funds and one-half of State Nutrition. AAA GRANTEE may elect to receive of the one-half of the State Nutrition funds for the half year beginning July 1, 2021 and ending December 31, 2021 as part of its advance.
- ii. Cost Reimbursement
 - a. Quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.
 - b. Monthly cost reimbursement based on the previous month's documentation of expenses kept by the AAA GRANTEE nutrition services only.
- iii. All funds shall be reconciled after the end of the calendar year (December 31, 2021).

b. Payment contingencies

- i. **State Funds.** One-half of the State funds for Nutrition, Information and Assistance, Prescription Assistance Program, Long-Term Care Consultation and Return to Community funds will be made available January 1, 2021. These funds must be obligated and spent by the AAA GRANTEE by June 30, 2021. The second half of the State Nutrition, Information and Assistance, Prescription Assistance Program, Long-Term Care Consultation and Return to Community funds will be made available July 1, 2021 contingent upon appropriations made by the 2021 Minnesota State Legislature; if funded, said grant funds must be obligated and spent by December 31, 2021.
 - ii. **The need for the advances given to the AAA GRANTEE.** Funds are needed to keep operations running on a day-to-day basis, including the funding of payroll, until the first quarter reimbursement request is made. In addition, AAA GRANTEE needs to offset initial start-up costs for small non-profits providing services.
- c. **Invoices.** Payments shall be made by STATE promptly after AAA GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Request for Payment templates are found on the STATE's Extranet <https://extranet.mnagingproviders.org/> and shall be submitted through the STATE's email MN.DHS.MBAFINANCE@state.mn.us, and according to the following schedule:

For Services Provided	Request for Payment
January 1 - March 31, 2021	April 30, 2021
April 1 - June 30, 2021	July 30, 2021
July 1 - September 30, 2021	October 30, 2021
October 1 - December 31, 2021	January 30, 2022

- i. If actual expenditures of the AAA GRANTEE are less than provided in the cash advance and any subsequent payments, the grantee shall remit excess funds to the STATE no later than January 31, 2022. If a subsequent audit reveals overpayment, the AAA GRANTEE shall have up to 30 days to remit those excess funds to the STATE.
- d. **Refunds.** If actual expenditures of the AAA GRANTEE are less than provided in the cash advance and any subsequent payments, the grantee shall remit excess funds to the STATE no later than January 31, 2022.

g. Federal funds. As indicated in Attachment A: Area Plan (Sections A-C), some payments will be made from federal funds. CY 2021 federal funds are available only in amounts authorized by the STATE through appropriations by Congress and grant awards by the Administration for Community Living and up to allocation levels set by the STATE. If at any time such federal funds become unavailable, the STATE may terminate this GRANT AGREEMENT immediately upon written notice of such fact by STATE to AAA GRANTEE. In the event of such termination, AAA GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. *Pass-through requirements.* AAA GRANTEE acknowledges that it is a subrecipient of federal funds under this GRANT AGREEMENT and thus AAA GRANTEE may be subject to certain compliance obligations. AAA GRANTEE can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#)¹. STATE and GRANTEE agree to comply with all federal and state pass-through requirements, including each Party's auditing requirements as stated in 45 CFR 75.
2. *GRANTEE's Name:* **Minnesota River Area Agency on Aging®, Inc.**
3. *GRANTEE's Data Universal Numbering System (DUNS) number:* **832131879**
4. *Period of Performance:* Start date: **January 1, 2021** End date: **December 31, 2021**
5. *Amount of federal and state funds:*
Total Amount Awarded to MBA for this project: **\$8,336,911 (see 3.1.c.)**
6. *Name:*
Contact information of MBA's awarding official: **Kari Benson, kari.benson@state.mn.us**
7. Is this federal award related to research and development? ☐ Yes ☒ No
8. AAA GRANTEE'S Indirect Cost Rate for this federal award is: **N/A**
9. Closeout terms and conditions for this federal award: The MBA has assured funder that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3.3. Source of Federal Funds.

¹ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

a. Summary. All Federal Awards made by the U.S. Department of Health and Human Services, Administration for Community Living to the Minnesota Board on Aging are summarized below.

FEDERAL FISCAL YEAR 2019

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
1901MNOASS-00, 01, 02 and 03 Older Americans Supportive Services	10/1/18 – 9/30/21	17 October 2018	Title III-B Supportive Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.044	\$7,459,551
1901MNOACM-00, 01, 02 and 03 Older Americans Congregate Meals	10/1/18 – 9/30/21	17 October 2018	Title III-C1 Congregate Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$6,951,338
1901MNOAHD-00, 01, 02 and 03 Older Americans Home-Delivered Meals	10/1/18 – 9/30/21	17 October 2018	Title III-C2 Home-Delivered Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$3,908,673
1901MNOAPH-00, 01, 02 and 03 Older Americans Preventive Health	10/1/18 – 9/30/21	17 October 2018	Title III-D Preventive Health, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.043	\$404,373
1901MNOAFC-00, 01, 02 and 03 Older Americans Family Caregivers	10/1/18 – 9/30/21	17 October 2018	Title III-E Family Caregivers Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.052	\$2,892,508
1901MNOANS-00, 01, and 02 Older Americans Nutrition Services	10/1/18 – 9/30/21	25 October 2018	NSIP shall be used only to purchase food, not meal preparation or other nonfood services or costs.	93.053	\$1,773,889

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
Total Federal Funds 2019					\$23,390,332

FEDERAL FISCAL YEAR 2020

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
2001MNOASS-00, 01, 02, 03 and 04 Older Americans Supportive Services	10/1/19 – 9/30/22	23 October 2019	Title III-B Supportive Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.044	\$6,902,194
2001MNOACM-00, 01, 02, 03, 04 and 05 Older Americans Congregate Meals	10/1/19 – 9/30/22	23 October 2019	Title III-C1 Congregate Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$4,229,289
2001MNOAHD-00, 01, 02, 03, 04 and 05 Older Americans Home-Delivered Meals	10/1/19 – 9/30/22	23 October 2019	Title III-C2 Home-Delivered Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$7,730,153
2001MNOAPH-00, 01, 02 and 03 Older Americans Preventive Health	10/1/19 – 9/30/22	23 October 2019	Title III-D Preventive Health, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.043	\$406,376

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
2001MNOAFC-00, 01, 02 and 03 Older Americans Family Caregivers	10/1/19 – 9/30/22	23 October 2019	Title III-E Family Caregivers Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.052	\$2,967,100
2001MNOANS-00, 01, 02, 03 and 04 Older Americans Nutrition Services	10/1/19 – 9/30/22	23 October 2019	NSIP shall be used only to purchase food, not meal preparation or other nonfood services or costs.	93.053	\$1,746,160
Total Federal Funds 2020					\$23,981,272

FEDERAL FISCAL YEAR 2021

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
2101MNOASS-00 Older Americans Supportive Services	10/1/20 – 9/30/22	22 October 2020	Title III-B Supportive Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.044	\$1,240,491
2101MNOACM-00 Older Americans Congregate Meals	10/1/20 – 9/30/22	22 October 2020	Title III-C1 Congregate Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$1,614,016

Federal Award Number	Project Period	Original Award Date	Description	CFDA No.	Total Award
2101MNOAHD-00 Older Americans Home-Delivered Meals	10/1/20 – 9/30/22	22 October 2020	Title III-C2 Home-Delivered Meals, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.045	\$849,445
2101MNOAPH-00 Older Americans Preventive Health	10/1/20 – 9/30/22	22 October 2020	Title III-D Preventive Health, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.043	\$80,194
2101MNOAFC-00 Older Americans Family Caregivers	10/1/20 – 9/30/22	22 October 2020	Title III-E Family Caregivers Services, OAA of 1965, as amended through P.L. 114-144, Enacted April 19, 2016.	93.052	\$583,395
2101MNOANS-00 Older Americans Nutrition Services	10/1/20 – 9/30/22	22 October 2020	NSIP shall be used only to purchase food, not meal preparation or other nonfood services or costs.	93.053	\$338,232
Total Federal Funds 2021					\$4,705,773

b. Federal Fiscal Year 2022. STATE anticipates Federal Fiscal Year 2022 Funds will be awarded after September 30, 2021, to STATE which will be allocated to the AAA GRANTEE for Administration, NSIP and Title III services as necessary. STATE will amend this GRANT AGREEMENT to include those funding sources after they are allocated to STATE.

b. Federal funds. Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **93.043, 93.044, 93.045, 93.052 and 93.053**, and as detailed in Attachment A: Area Plan

(Section C Budget) attached to this agreement. If at any time such funds become unavailable, this GRANT AGREEMENT shall be terminated immediately upon written notice of such fact by STATE to AAA GRANTEE. In the event of such termination, AAA GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Flow-down provisions. AAA GRANTEE acknowledges that, if it is a subrecipient of federal funds under this GRANT AGREEMENT, AAA GRANTEE may be subject to certain compliance obligations. AAA GRANTEE can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, <https://www.acl.gov/grants/managing-grant>.
2. To the degree federal funds are used in this GRANT AGREEMENT, STATE and AAA GRANTEE agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 45 CFR § 75.352 Requirements for pass-through entities.

c. DUNS number. AAA GRANTEE's Data Universal Numbering System (DUNS) number is **832131879**. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by AAA GRANTEE pursuant to this GRANT AGREEMENT 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. AAA GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

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

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, AAA GRANTEE agrees to minimize administrative costs as a condition of this grant. AAA GRANTEE shall ensure that costs claimed for

reimbursement shall be actual costs, to be determined in accordance with 45 CFR 75, AAA GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If AAA GRANTEE receives funds from a source other than STATE in exchange for services, then AAA GRANTEE may not receive payment from STATE for those same services. AAA GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to GRANT AGREEMENT.

5. PAYMENT RECOUPMENT.

AAA GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this GRANT AGREEMENT or future GRANT AGREEMENTS the following:

- a.** Any amounts received by AAA GRANTEE from the STATE for GRANT AGREEMENT services which have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by AAA GRANTEE to a subcontractor not authorized in writing by STATE;
- c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d.** Any amounts paid by STATE for which AAA GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by AAA GRANTEE to perform GRANT AGREEMENT services, in accordance with clause 1, AAA GRANTEE'S Duties; and/or
- e.** Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. Noncompliance. If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of the funds to the area agency on aging available under this title. The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency. At a minimum, such procedures shall include procedures for—

- (i) providing notice of an action to withhold funds;
- (ii) providing documentation of the need for such action; and
- (iii) at the request of the area agency on aging, conducting a public hearing concerning the action.

If a State agency withholds the funds, the State agency may use the funds withheld to directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B).

(B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days. Nothing in this Act shall restrict an area agency on aging from providing services not provided or authorized by this Act, including through—

- (1) contracts with health care payers;
- (2) consumer private pay programs; or
- (3) other arrangements with entities or individuals that increase the availability of home and community-based services and supports.

6.2. Insufficient funds. STATE may immediately terminate this GRANT AGREEMENT 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 AAA GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. AAA GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the GRANT AGREEMENT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide AAA GRANTEE 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 GRANT AGREEMENT by AAA GRANTEE, STATE shall provide AAA GRANTEE written notice of the breach and ten (10) days to cure the breach. If AAA GRANTEE does not cure the breach within the time allowed, AAA GRANTEE will be in default of this GRANT AGREEMENT and STATE may cancel the GRANT AGREEMENT immediately thereafter. If AAA GRANTEE has breached a material term of this GRANT AGREEMENT and cure is not possible, STATE may immediately terminate this GRANT AGREEMENT.

6.4. Conviction relating to a state grant. In accordance with Minn. Stat. § 16B.991, this GRANT AGREEMENT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

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

7.1. State. STATE's authorized representative for the purposes of administration of this GRANT AGREEMENT is **Christy Peterson** or successor. Email:

Christy.Ceesay@state.mn.us. This representative shall have final authority for acceptance of AAA GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. AAA GRANTEE. AAA GRANTEE's Authorized Representative is **Robert Roesler** or successor. Phone and email: **507.387.1256 and jswanson@mnraaa.org**. If AAA GRANTEE's Authorized Representative changes at any time during this GRANT AGREEMENT, AAA GRANTEE must immediately notify STATE.

7.3. Information Privacy and Security. AAA GRANTEE's responsible authority for the purposes of complying with data privacy and security for this GRANT AGREEMENT is **Robert Roesler** or successor. Phone and email: **507.387.1256 and jswanson@mnraaa.org**.

8. INSURANCE REQUIREMENTS.

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

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

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

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

indicating the qualifying exemption that excludes AAA GRANTEE from the Minnesota Workers' Compensation requirements.

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

8.2. General Commercial Liability Insurance. AAA GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the GRANT AGREEMENT whether the operations are by AAA GRANTEE or by a subcontractor or by anyone directly or indirectly employed by AAA GRANTEE under the GRANT AGREEMENT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

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

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

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

8.4. Commercial Automobile Liability Insurance. AAA GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this GRANT AGREEMENT. In the case that any work is subcontracted, AAA

GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows: \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

8.5. Professional Liability Insurance.

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

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

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

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

8.6. Additional Insurance Conditions:

- a. AAA GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of AAA GRANTEE's performance under this GRANT AGREEMENT.
- b. If AAA GRANTEE receives a cancellation notice from an insurance carrier providing coverage, AAA GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless AAA GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. AAA GRANTEE is responsible for payment of GRANT AGREEMENT related insurance premiums and deductibles.

- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement AAA GRANTEE's policy limits to satisfy the full policy limits required by GRANT AGREEMENT.

9. INDEMNIFICATION.

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

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

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

10. 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 AAA GRANTEE under this GRANT AGREEMENT. "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 AAA GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), [45 C.F.R. § 160.103](#), on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, AAA GRANTEE is not a "business associate" of STATE, as defined in HIPAA, [45 C.F.R. § 160.103](#) as a result of, or in connection with, this GRANT AGREEMENT. Therefore, AAA GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this GRANT AGREEMENT. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this GRANT AGREEMENT, AAA GRANTEE will be responsible for its own compliance.

- c. Notwithstanding paragraph a. and b., in its capacity as AAA GRANTEE under this GRANT AGREEMENT, AAA GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. AAA GRANTEE will be performing functions of a government entity under [Minn. Stat. § 13.05, subd. 11](#), and thus any data created, collected, received, stored, used, maintained or disseminated by AAA GRANTEE in performing its duties under this GRANT AGREEMENT 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 AAA GRANTEE or STATE.
- d. In its capacity as AAA GRANTEE under this GRANT AGREEMENT, AAA GRANTEE is being made an agent of the "welfare system" as defined in [Minn. Stat. § 13.46, subd. 1](#), and any data collected, created, received, stored, used, maintained or disseminated by AAA GRANTEE in performing its duties under this GRANT AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If AAA GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by AAA GRANTEE in performing its duties under this GRANT AGREEMENT, AAA GRANTEE must immediately notify and consult with STATE's Authorized Representative as to how AAA GRANTEE should respond to the request.
- f. Under this GRANT AGREEMENT, AAA GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by AAA GRANTEE in performing its duties under this GRANT AGREEMENT.
- g. AAA GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. AAA GRANTEE must comply with [Minn. Stat. § 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by AAA GRANTEE in performing its duties under this GRANT AGREEMENT.

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by AAA GRANTEE, including its employees and subcontractors, and are created and paid for under this GRANT AGREEMENT, AAA GRANTEE will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. AAA GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** AAA GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this GRANT AGREEMENT. AAA GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither AAA GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** AAA GRANTEE represents and warrants that the Works and Documents created and paid for under this GRANT AGREEMENT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, AAA GRANTEE will indemnify; defend, to the extent permitted by the Attorney

General; and hold harmless STATE, at AAA GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. AAA GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in AAA GRANTEE's or STATE's opinion is likely to arise, AAA GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this GRANT AGREEMENT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

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

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

13. HUMAN RIGHTS COMPLIANCE.

13.1 Affirmative action requirements.

- a. In-state grantees.** If AAA GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date AAA GRANTEE submitted its response to STATE, and this GRANT AGREEMENT, including any extensions, is in excess of one hundred

thousand dollars (\$100,000) AAA GRANTEE must have an affirmative action plan in the form of a Workforce Certificate (DHS-7016), approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minn. Stat. § 363A.36.

- b. Out-of-state grantees.** If AAA GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then AAA GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.
- c. Affirmative action and non-discrimination requirements for all grantees:**
 1. AAA GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minn. Stat. § 363A.02. AAA GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
 2. AAA GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. AAA GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. See Minnesota Rules, part 5000.3550.
 3. AAA GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to Minn. Stat. § 363A.36 (the Minnesota Human Rights Act).
- d. Notification to employees and other affected parties.** AAA GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the

Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and AAA GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

- e. Notification to Labor Unions and Other Stakeholders.** AAA GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that AAA GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.
- f. Compliance with Department of Human Rights Statutes.** In the event of AAA GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with of Minn. Stat. § 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

13.2 Equal pay certificate.

- a. Scope.** Pursuant to Minn. Stat. § 363A.44, STATE shall not execute a GRANT AGREEMENT 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 AAA GRANTEE 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 GRANT AGREEMENT on behalf of STATE, and this GRANT AGREEMENT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked AAA GRANTEE's equal pay certificate.

- d. Certification.** AAA GRANTEE certifies that it has a current equal pay certificate approved by the MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. AAA GRANTEE certifies it is aware of the consequences for noncompliance.

14. VOTER REGISTRATION REQUIREMENT.

AAA GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by AAA GRANTEE.

Voter Registration materials can be found at the Secretary of State's website:

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

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

16. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

16.1. State audit.

Under Minn. Stat. § section 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the AAA GRANTEE or other party that are relevant to the GRANT AGREEMENT 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 GRANT AGREEMENT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

16.2. Independent audit. If AAA GRANTEE conducts or undergoes an independent audit during the term of this GRANT AGREEMENT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

16.3. Federal audit requirements and GRANTEE debarment information.

AAA GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this GRANT AGREEMENT, AAA GRANTEE

acknowledges that AAA GRANTEE 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.

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

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

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

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

a. Instructions for Certification

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

set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this GRANT AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

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

b. Lower Tier Covered Transactions.

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

17. GRANTEE DATA DISCLOSURE.

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

18. JURISDICTION AND VENUE.

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

19. CLERICAL ERRORS AND NON-WAIVER.

19.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in GRANT AGREEMENT without executing an amendment. AAA GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

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

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

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

20.2. Assignment. AAA GRANTEE shall neither assign nor transfer any rights or obligations under this GRANT AGREEMENT without the prior written consent of STATE.

20.3. Entire Agreement. If any provision of this GRANT AGREEMENT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this GRANT AGREEMENT 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 GRANT AGREEMENT according to clause 21.1.

20.4. Entire Agreement. This GRANT AGREEMENT contains all negotiations and agreements between STATE and AAA GRANTEE. No other understanding regarding this GRANT AGREEMENT, whether written or oral may be used to bind either party.

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

21. PROCURING GOODS AND CONTRACTED SERVICES.

21.1 Competitive bidding and preferred vendors. Unless otherwise approved in writing by STATE, if the AAA GRANTEE subcontracts any portion of the work or services under this GRANT AGREEMENT in excess of \$10,000, AAA GRANTEE must use a competitive bidding process for those goods or services. Equipment purchases—federal regulations define equipment as having a unit cost of at least \$5,000—requires prior approval and the purchaser must solicit three minimum bids.

The resulting subcontract must result from a competitive bidding process, where AAA GRANTEE records at least three (3) bids. AAA GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:

- a. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List, available at: <http://www.mmd.admin.state.mn.us/process/search/>
- b. Metropolitan Council's Targeted Vendor list, the Minnesota Unified Certification Program, available at: <https://mnucp.metc.state.mn.us/>
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the Central Certification Program, available at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>

21.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*.

These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids. Federal assurances also require compliance with prevailing wage rates (Public Law 107-217-Aug. 21, 2002 as amended, "Davis Bacon Act") for construction work.

21.3 Debarred vendors. In the provision of goods or services under this GRANT AGREEMENT, AAA GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, AAA GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report: <http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

22. SUBCONTRACTS.

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

23. LEGAL COMPLIANCE.

23.1 General compliance. All performance under this GRANT AGREEMENT 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 GRANT AGREEMENT cancellation or termination and/or reporting to local authorities by STATE.

23.2 Nondiscrimination. AAA GRANTEE will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, 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. AAA GRANTEE must refrain from such discrimination as a matter of its GRANT AGREEMENT with STATE. "Person" includes, without limitation, a STATE employee, AAA GRANTEE's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms,

conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any AAA GRANTEE program or activity.

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

23.3 Grants management policies. AAA GRANTEE must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, OGM 08-04 Use of Grant Agreement, OGM 08-06 Financial Review of Nongovernmental Organizations, OGM 08-08 Grants Payments, OGM 08-09 Grant Progress Report, and OGM 08-10 Grant Monitoring.

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

24. OTHER PROVISIONS

24.1. No Religious Based Counseling. AAA GRANTEE agrees that no religious based counseling shall take place under the auspices of this GRANT AGREEMENT.

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

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this GRANT AGREEMENT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

- d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f.** Include a procedure for returning to normal operations; and
- g.** Be available for inspection upon request.

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: Thong Sy Mona, MBl Accountant
DocuSigned by: D9CE9F5FD3BD41A...

Date: 12/31/2020

Contract No: 187561

2. GRANTEE

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

By: Robert Roessler
DocuSigned by: 5D9FF7DA731F420...

Title: MnRAAA Board Chairman

Date: 12/30/2020

3. STATE AGENCY

By (with delegated authority): Bai Sen
DocuSigned by: 6928B4D8612D477...

Title: Executive Director

Date: 12/30/2020

Distribution: (fully executed contract to each)

Contracting, Procurement and Legal Compliance
Division

Grantee

State Authorized Representative

[Insert Date]

Shannon Skowronski
Administration on Aging
Shannon.skowronski@acl.hhs.gov

Dear Ms. Skowronski:

I am writing on behalf of the **Minnesota River Area Agency on Aging** in support of the proposal from Innovations for Aging, LLC, a wholly-owned, nonprofit subsidiary of the Metropolitan Area Agency on Aging for the Administration for Community Living grant, *2021 Integrated Networks to Deliver and Sustain Evidence-Based Chronic Disease Self-Management Education Programs HHS-2021-ACL-AOA-CSSG-0014*.

We fully support this proposal, which aims to achieve the following through the Juniper network:

- **Scale program capacity** to meet growing demand and increase program participation across Minnesota, including through blended class offerings that provide in-person, online, and telephone attendance options where allowed by program licensors;
- **Determine the value of programs**, including return on investment analyses using Medicare claims data to prove the value of programs delivered by Juniper. These findings would be a contribution to the field and could be used by other networks across the United States in their negotiations with health plans in their own communities;
- **Compare outcomes based on participant method of attendance** to identify differences in cost savings and return on investment;
- **Deepen partnerships** with healthcare providers and the Minnesota Department of Health to scale referrals and contribute to local population health efforts;
- **Integrate programming into care settings**, including clinics and hospital locations where Juniper will insert community health workers (or a similar role) to offer social determinants of health screening, care navigation, health promotion programming, and referrals for other long-term services and supports in a community integrated health network model;
- **Expand geographical footprint** of programs to match the reach of sustainability partners (health plans);
- **Design quality measures and tracking systems** that will capture program impact and illuminate return on investment for program participation; and
- **Develop technology enhancements** creating administrative efficiencies and operating cost reductions

Since 2016, Minnesota's Area Agencies on Aging have partnered with Metropolitan Area Agency on Aging, Inc. and Innovations for Aging, LLC to develop and launch the statewide Juniper network. We have devoted the leadership of our AAA director and our Juniper program developer to help create a statewide strategy that is effectively building scale and sustainability for the delivery of CDSME programs in our local communities.

If awarded, the **Minnesota River Area Agency on Aging** will:

- Accept referrals from participating Minnesota health systems that support Juniper's community integrated health network model. We will use protocols developed by the Minnesota Board on Aging to accept referrals and coordinate services via Minnesota's Aging and Disability Resource Center program – The SeniorLinkAge Line®. Services would be funded, in part, by the Older Americans Act where appropriate;

- Support the continued development of Juniper by advocating for 10 local organizations to participate in the network based on Innovations for Aging’s segmentation goals; and
- Serve as integral partners in helping Juniper reach our collective goals, which include efforts to support local population health initiatives in our region.

The Minnesota River Area Agency on Aging believes this grant provides an excellent opportunity to develop additional CDSME program capacity in Minnesota and merits our fullest support. The benefits of expanding evidence-based health promotion programs in our communities will improve the lives of older adults living in Minnesota. We support Innovations for Aging as the lead agency for this grant application and are pleased to provide support.

Sincerely,

[Authorized Signature]

Jason Swanson
Executive Director

[Insert Date]

Shannon Skowronski
Administration on Aging
Shannon.skowronski@acl.hhs.gov

Dear Ms. Skowronski:

I am writing on behalf of the **Minnesota River Area Agency on Aging** in support of the proposal from Innovations for Aging, LLC, a wholly-owned, nonprofit subsidiary of the Metropolitan Area Agency on Aging for the Administration for Community Living grant, *2021 Integrated Networks to Deliver and Sustain Evidence-Based Falls Prevention Programs HHS-2021-ACL-AOA-FPSG-0017*.

We fully support this proposal, which aims to achieve the following through the Juniper network:

- **Scale program capacity** to meet growing demand and increase program participation across Minnesota, including through blended class offerings that provide in-person, online, and telephone attendance options where allowed by program licensors;
- **Determine the value of programs**, including return on investment analyses using Medicare claims data to prove the value of programs delivered by Juniper. These findings would be a contribution to the field and could be used by other networks across the United States in their negotiations with health plans in their own communities;
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- Serve as integral partners in helping Juniper reach our collective goals, which include efforts to support local population health initiatives in our region.

The Minnesota River Area Agency on Aging believes this grant provides an excellent opportunity to develop additional falls prevention program capacity in Minnesota and merits our fullest support. The benefits of expanding evidence-based health promotion programs in our communities will improve the lives of older adults living in Minnesota. We support Innovations for Aging as the lead agency for this grant application and are pleased to provide support.

Sincerely,

[Authorized Signature]

Jason Swanson
Executive Director