MINNESOTA RIVER AREA AGENCY ON AGING, INC.

201 North Broad Street, Suite 102
Mankato, MN 56001

MNRAAA

This GRANT CONTRACT AGREEMENT is made and entered into by and between the Minnesota River Area Agency on Aging, Inc. (hereinafter referred to as "MNRAAA") and <<PROVIDER>>, a non-profit corporation (hereinafter referred to as the "Grantee") located at <<ADDRESS>>, for <<SERVICE>> (the "Project").

Recitals

1. MNRAAA is designated as the Area Agency on Aging for the twenty-seven counties of the Southwest Planning and Service Area of Minnesota (Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan, and Yellow Medicine). (the "Planning and Service Area").

2. MNRAAA is federally-funded through the Older Americans Act (OAA) and is required to expend OAA funds by grant or contract to community services provider agencies and organizations for direct services to older individuals and family caregivers in, or serving, communities throughout MNRAAA' Planning and Service Area in accordance with 45 CFR 1321.71(e).

3. Grantee is a community services provider agency or organization and agrees to assist MNRAAA in providing direct services to older individuals and family caregivers in the Planning and Service Area (the "Services") in accordance with the terms and conditions of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. The Grant Contract Agreement shall begin on January 1, 2027, or the date MNRAAA obtains all required signatures, whichever is later. Regardless of the start date, this Agreement shall have the end date of December 31, 2027.

A. Per Minnesota Statutes 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MNRAAA's Authorized Representative has notified the Grantee that work may commence.

B. Per Minnesota Statutes 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

C. A Pre-Award Risk Assessment shall be completed prior to the effective date and incorporated into this Grant Contract Agreement because this award is over $50,000.

1.2 Expiration Date.

A. The expiration date is December 31, 2027. MNRAAA has the option to renew the Grant Contract Agreement annually for up to four additional years (for a maximum of five contract years), ending no later than December 31, 2031.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability & Indemnification; Audits; Government Data Practices, Intellectual Property Rights and Information Privacy and Security; Ownership of Equipment; Insurance Requirements, Governing Law Jurisdiction, and Venue; Publicity and Endorsement; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

2.1 Grantee's proposal submitted in response to MNRAAA's Request for Proposals (the "RFP") dated XXXXXX is attached to and made a part of this Grant Contract Agreement as Exhibit XX (the "Proposal").

2.2 The Grantee certifies that all Assurances provided in its Proposal remain accurate and complete as of the Effective Date of this Grant Contract Agreement, and Grantee agrees to promptly update MNRAAA in writing if any information in the Assurances is no longer accurate or complete.

2.3 This Grant Contract Agreement is based on the provision of SERVICES to eligible persons. The Grantee agrees to comply with eligibility criteria, as outlined in MNRAAA Operations Manual and Title III Provider Handbook.

2.4 Grantee agrees to provide the Services in strict compliance with all policies and standards specified in the RFP and the Assurances.

2.5 Performance of the Services in a manner that does not comply with the RFP and Assurances is a breach of this Grant Contract Agreement. The Grantee may request a temporary or permanent waiver of compliance in writing from MNRAAA, and MNRAAA will review the request and decide whether to approve the waiver in its sole discretion.

2.6 Programmatic changes to the Services by the Grantee requires prior approval from MNRAAA. including any agreement revisions.

2.7 The Grantee shall provide the level of XXXXXX services specified in its Proposal.

2.8 The Grantee at a minimum shall provide Units Per Service.

2.9 The Grantee must emphasize serving older persons who have the greatest economic needs (GEN) and the greatest social needs (GSN) with special emphasis on low-income minorities. Project efforts shall be focused on individuals who are at the greatest risk due to low income, health problems, limited mobility, and who are frail, isolated and have difficulty accessing services.

2.10 The Grantee must provide outreach and make every effort to serve minority elders in at least the same proportion as they are represented in the overall 60+ population of the Planning and Service Area.

2.11 The Project must be client-centered, sensitive to cultural differences and responsive to the multiple changing needs of communities.

2.12 The Project must meet all federal OAA, state and local requirements for SERVICES.

2.13 The Project must be effective in responding to the needs of older persons, efficient in its use of limited financial resources, avoid duplication, and be equitable in the manner in which Services are organized and delivered, and assuring fair and non-discriminatory practices.

2.14 The Grantee must work with other aging service providers within the Planning and Service Area, to identify clientele in need of service, to provide information and linkages to appropriate services and ensure that a comprehensive coordinated system of service is available to older people. The Grantee must be able to document coordination efforts, including agreements.

2.15 The Grantee shall utilize older persons in positions of employment and as volunteers in various aspects of the Project, whenever possible.

2.16 The Grantee shall include older persons, including program participants, in decisions relative to service design, delivery and an ongoing quality improvement process.

2.17 The Grantee agrees to comply with the Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973, which is referenced and made part of this Agreement. The Civil Rights Complaint Procedure must be posted at all service sites and made available to all service recipients.

2.18 The Grantee shall develop and publish a schedule of suggested contributions. The Grantee shall advise participants of the opportunity to contribute towards the cost of the service. In no case shall the Grantee deny the provision of a service to an individual who is unable or unwilling to contribute. The Grantee may not charge a service fee.

2.19 The Grantee shall meet at least yearly with AAA staff to review Project operations and as required, grant AAA personnel access to program records and front-line staff. This includes participation in site visits and monitoring (Exhibit D).

2.20 The Grantee will participate in training programs, and technical assistance and coordination meetings, as requested by MNRAAA or the MBA.

2.21 The Grantee shall record and maintain in writing all grievances received regarding services provided under this Agreement and the action taken to resolve the grievances. If a client is dissatisfied with a response to a grievance by the Grantee, the client may request an investigation of findings by MNRAAA, and if necessary, MBA staff.

2.22 The Grantee shall establish a system through which applicants for and recipients of services under this Grant Contract Agreement may present grievances about the activities of the Grantee or any sub-contractor(s) related to service delivery. The system shall provide applicants and recipients with an informal hearing before representatives of the Grantee.

2.23 The use or disclosure by any party of information concerning an eligible client in violation of the Minnesota Government Data Practices Act, or other Minnesota or federal privacy laws for any purposes not directly connected with the administration of MNRAAA's or Grantee's responsibility, is prohibited except with written consent of such eligible participant or their guardian.

2.24 The Grantee or its sub-contractor(s) may disclose information to each other, to MNRAAA, or the MBA for purposes directly connected with the administration of their programs. This includes, but is not limited to determining eligibility, providing a service and participating in an audit; provided further that, the Grantee or its sub-contractor(s) shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal and state agencies and MNRAAA.

2.25 The Grantee assures that the services they are providing as an agency are included or will be registered in the Minnesota Aging and Disability Resources database of services for older adults in Minnesota. If requested, AAA staff will share instructions with the Grantee regarding this process.

3 Reporting & Reimbursement Requirements

3.1 Monthly Reimbursement Requests. Monthly Reimbursement Requests. The Grantee shall submit no later than the tenth (10th) day of the month following each month (February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, and January 10) submit their reimbursement requests on forms (Monthly Financial Report) made available within SmartSimple. This shall include the total units provided, amount earned, required match, the total amount of Federal funds being requested for service(s) being provided. Reimbursement shall be based on the reported actual service units provided multiplied by the applicable service unit rate contained in the budget pages of the Grantee's budget. The AAA shall review each request to ensure it is reasonable and in line with the budget.

A. Services must meet all applicable standards and definitions (Exhibit B).

B. In no event shall MNRAAA's reimbursement of service exceed the total federal funds awarded for the services, regardless of the number of service units provided by the Grantee.

C. If reports are not received at MNRAAA offices by the due date, MNRAAA will retain the right to withhold reimbursement to the Grantee until such time as they are received.

3.2 Quarterly Reimbursement Requests. The Grantee shall submit no later than the tenth (10th) day of the month following each month(April 10, July 10, October 10, and January 10)~~,~~ submit their reimbursement requests on forms (Monthly Financial Report) made available within SmartSimple. This shall include the total units provided, amount earned, required match, the total amount of Federal funds being requested for service(s) being provided. Reimbursement shall be based on the reported actual service units provided multiplied by the applicable service unit rate contained in the budget pages of the Grantee's budget. The AAA shall review each request to ensure it is reasonable and in line with the budget.

A.Services must meet all applicable standards and definitions (Exhibit B).

B.In no event shall MNRAAA's reimbursement of service exceed the total federal funds awarded for the services, regardless of the number of service units provided by the Grantee.

C. If reports are not received at MNRAAA offices by the due date, MNRAAA will retain the right to withhold reimbursement to the Grantee until such time as they are received.

3.3 Reporting. The Grantee shall provide a quarterly outcome report by the fifteenth (15th) day of the following the end of each quarter. The report shall be submitted through SmartSimple.

A. Quarter 1 report is due by April 15th

B. Quarter 2 report is due by July 15th

C. Quarter 3 report is due by October 15th

D. Quarter 4 report is due by January 15th (following year)

3.4 Contingency. The Grant Contract Agreement payment is contingent upon availability of funds through Title III of the Older Americans Act. Should reductions in funds or project income occur, MNRAAA has the right to reduce the amount of federal funds awarded. MNRAAA and the Grantee will renegotiate service levels at that time.

3.5 The federal share of the project cost is earned only when the cost is accrued, and the local non-federal share of the cost has been contributed. Receipt of federal funds does not constitute earnings of these funds.

3.6 The Grantee shall submit written verification of the 15% minimum match requirement for Supportive Services (Chore) to MNRAAA at the time of quarterly reporting.

3.7 The Grantee shall be responsible for the collection and regular deposit of all project income. Such income shall be reported on a quarterly basis to MNRAAA. All income generated as a result of the federal award must be applied to the cost of service and used to expand Project services.

3.8 The Grantee shall provide quarterly and accumulated year-to-date financial and statistical reports and an Outcome Report to MNRAAA on prescribed forms.

3.9 The Grantee will submit a final financial report for the Project. This report is due by the date indicated on the forms prescribed by MNRAAA.

3.10 PeerPlace®. The Grantee shall conduct assessments as required for recipients of services using the most current National Aging Program System (NAPIS) Participant Registration Forms. The Grantee shall ensure that current, accurate, and comprehensive participant data is obtained and entered into the MBA's approved NAPIS data system within thirty (30) days of completion of the registration form. The MBA approved system is PeerPlace®.

A. The Grantee shall enter data on a regular basis for services rendered. The Grantee, at minimal, must enter the units completed monthly into PeerPlace®. The data must be able to identify the daily number of individuals served and how many units per day were received.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid for by MNRAAA as follows:

4.1 Total Budget. The total budget for the Project shall be as specified in the Grantee's to the Cost and Revenue Proposal.

4.2 Cost of Services. The total federal funds to be paid for CY 2027 SERVICES shall not exceed TOTAL DOLLAR AMOUNT. The Contract is based on a federal cost per unit of $XX.XX per hour of SERVICE up to $XX.XX maximum federal funds (add additional line items as needed). The cost per unit price includes all costs associated with the service as supported by the budget in the Grantee's Proposal.

4.3 Voluntary Contributions. The Grant Contract Agreement is based on voluntary participant contributions estimated at $XX.XX for Service. The Grantee assumes full responsibility for participant contributions below the estimated amount. Program income above the estimated amount must be used to expand the service for which it was contributed.

4.4 Match Requirements. The Grant Contract Agreement requires an 85% Title III-B funds/15% match ratio. The Grantee shall generate and provide no less than the 15% match in non-federal cash and/or in-kind resources for all Title III-B funds. (Other funding sources that become available and are allocated for supportive services may also require match. Required match will be determined at the time of allocation and awarding of such funds.) Written verification of match shall be provided at the time of quarterly financial reporting.

4.5 Supplant. The Grantee assures that funds under the Grant Contract Agreement do not replace or supplant funds available to the Grantee from other sources.

4.6 Program Income. All income generated because of the federal award must be applied to the cost of service and used to expand supportive services within the contract year. The Grantee must use and account for the program income prior to calculating the amount to be requested for reimbursement of services. This includes income received through Cost Sharing or Voluntary Contributions.

A. Cost Sharing services are identified within Exhibit B, unless a waiver has been submitted and approved.

4.7 Federal Funds. Payments will be sub awarded to the Grantee the U.S. Department Health and Human Services through the Administration for Community Living, Assistance Listing Number 93.044 and Federal Award Identification Number 2601MNOASS.

Federal Award Title	Federal Award Number	Project Period	Original Award Date	Description	CFDA	Total Award Amount
Older Americans Act Title III B – Supportive Services	2701MNOASS	01/01/2027 – 12/31/2027	01/01/2027	Title III-B Supportive Services, OAA of 1965, as amended through P.L. 114-144	93.044	

4.8 Unexpended Funds. The Grantee must promptly return to MNRAAA any unexpended funds that have not been accounted for in a financial report to MNRAAA.

4.9 Cash on Hand & Interest-Bearing Account*.* Under the Uniform Guidance (2 CFR 200.305(b)(9)), non-State recipients of federal financial assistance awards who earn interest on federal funds in excess of five hundred dollars ($500) per year must be returned to the federal government annually. Amounts up to five hundred dollars ($500) may be retained by the recipient for administrative expenses.

4.10 4.10 Budget Modification. The Grantee may modify their budget, upon written approval by MNRAAA. The Grantee shall inform MNRAAA of the reason for the modification. If approved, the Grantee shall upload a new budget into SmartSimple. This will be incorporated into the Agreement through an Amendment. If not approved, the current budget shall remain active. MNRAAA will provide rationale for denying the modification.

5 Conditions of Payment

5.1 All services provided by the Grantee under this Grant Contract Agreement must be performed to MNRAAA's satisfaction, as determined at the sole discretion of MNRAAA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by MNRAAA to be unsatisfactory or performed in violation of federal, state, or local law.

5.2 The Grantee or its organization's principals are presently not debarred, suspended or proposed for debarment by the State of Minnesota or Federal Government.

A. The Grantee shall immediately notify MNRAAA if there is any change to the organization or organization principals relating to debarment or suspension by either the State of Minnesota or Federal Government.

5.3 The Grantee is registered with the Minnesota Secretary of State's office and is in good standing.

6 Authorized Representatives

6.1 MNRAAA's Authorized Representative is Jason W. Swanson, Executive Director, jswanson@mnraaa.org 201 North Broad Street, Suite 102, Mankato, MN 56001, 1-507-414-8297, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the Services provided under this Grant Contract Agreement. If the Services are satisfactory, MNRAAA's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 MNRAAA's Grant Manager for the purposes of administration of this Grant Contract Agreement is Honey Burg, Finance Director, hburg@mnraaa.org, 201 North Broad Street, Suite 102, Mankato, MN 56001, 1-507-414-8013, or their successor.

6.3 The Grantee's Authorized Representative is Name, title, email address, address, telephone number, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MNRAAA.

A. The Grantee's Unique Entity Identifier (UEI):

B. Changes to the successor shall require an amendment to the Grant Contract Agreement.

6.4 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

6.5 Changes to the ownership or governing body of the Grantee will require a new Grant Contract Agreement. The Grantee must promptly notify, in writing, MNRAAA of the changes.

7 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by MNRAAA's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two

"Specifications, Duties, and Scope of Work" within the grant period. MNRAAA is not obligated to extend the grant period.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of MNRAAA and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved of the original Grant Contract Agreement or their successors.

8.3 Waiver. If MNRAAA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between MNRAAA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Grantee Subawards to Subrecipients and Contracts to Subcontracts

9.1 This Grant Contract Agreement does not delegate to Grantee the authority to award or administer funds.

9.2 <u>Grantee Obligations Related to Subrecipients</u>

A. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee.

B. The Grantee must document any subaward through a formal legal agreement.

C. The Grantee must provide timely notice to MNRAAA of each subrecipient prior to the subrecipient performing work under this Grant Contract Agreement.

D. The Grantee must monitor the activities of each subrecipient to ensure that the Subrecipient:

9.2.4.1 Use funds for authorized purposes only;

9.2.4.2 Performs subaward activities in full compliance with the terms and conditions of the subaward, Minnesota Statutes 16B.97, Subd.4(a)1, 2 CFR 200.332(b)(1), and other statutes and regulations applicable to the subaward

9.2.4.3 Meets subaward performance goals.

9.2.4.4 In performing its monitoring duties under this Section, the Grantee may act in the role of an intermediary as defined within MBA Policies identified in Exhibit C.

E. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by MNRAAA's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

F. No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performance of the obligations contemplated by the Grant Contract Agreement.

G. The Grantee must pay each subrecipient in accordance with Minnesota Statutes 16A.1245.

H. The Grantee and any subrecipients must not contract vendors who are suspended or debarred by the State of Minnesota or the federal government.

9.3 Grantee Obligations Related to Subcontractors

A. In selecting and awarding subcontractors, the Grantee agrees to comply with the competitive procurement requirements in Article 13 of this Grant Contract Agreement.

B. The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without written notification and prior approval of MNRAAA.

C. All Subcontracts shall be subject to the requirements of this Grant Contract Agreement.

D. The Grantee shall be responsible for the performance of any Subcontractor.

E. All income generated through Subcontracts shall be applied to the cost of service and used to expand supportive services.

F. Copies of subcontracts must be submitted to MNRAAA at the beginning of each contract year.

10 Liability & Indemnification. The Grantee must indemnify, save, and hold MNRAAA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MNRAAA, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for MNRAAA's failure to fulfill its obligations under this Grant Contract Agreement.

11 Audits

11.1 Under Minnesota Statutes 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by MNRAAA authorized representative, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all AAA and program retention requirements, whichever is later.

11.2 The Grantee shall be responsible for annual audits to be completed, in accordance with audit requirements under 45 CFR Part 75: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and AAA audit policies and procedures. (For organizations receiving total federal funds of less than $1,000,000 an annual agency audit will be provided to MNRAAA which includes a "Statement of Functional Expenses" by program and fund source as well as including in-kind expenses and revenue as a separate line item within said schedule or as a footnote.) The audit and a management letter shall be submitted to MNRAAA within 180 days following the end of the project year.

12 Government Data Practices, Intellectual Property Rights and Information Privacy and Security

12.1 Government Data Practices. The Grantee and AAA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by MNRAAA under this Grant Contract Agreement, and as it applies to all data created, collected, received, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statutes, Section 13.08 apply to the release of the data referred to in this clause by either the Grantee or MNRAAA.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MNRAAA. MNRAAA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. MBA and MNRAAA shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees, subrecipients or subcontractors, either individually or jointly with others and which arise out of the performance of this Grant Contract Agreement, including NAPIS data and software, client registration forms for NAPIS, any reports including health department inspections and licenses, art work, documents, other software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form.

12.3 Information Privacy and Security. The 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 MNRAAA for a function or activity regulated by 45 C.F.R. 160 or 164. The Grantee is not a "business associate" of MNRAAA, as defined in HIPAA, 45 C.F.R. 160.103 as a result of, or in connection with, this Grant Contract Agreement. Therefore, the Grantee is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Grant Contract Agreement. If the Grantee has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Grant Contract Agreement, the Grantee will be responsible for its own compliance.

A. The Grantee, under this Grant Contract Agreement, is being made an agent of the “welfare system” as defined in Minnesota Statute 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by the Grantee in performing its duties under this Agreement is explicitly subject to the protections of Minnesota Statute 13.46.

B. If the Grantee receives a request to release data created, collected, received, stored, used, maintained or disseminated by the Grantee in performing its duties under this Grant Contract Agreement, the Grantee must immediately notify, in writing, and consult with MNRAAA’s Authorized Representative as to how the Grantee should respond to the request.

C. Under this Grant Contract Agreement, the Grantee is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statute 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by the Grantee in performing its duties under this Grant Contract Agreement.

D. The Grantee's obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statute 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.

E. The Grantee must comply with Minnesota Statute, Section 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by the Grantee in performing its duties under this Grant Contract Agreement.

13 Contracting and Bidding Requirements

13.1 Thresholds for contracting and bidding requirements:

A. Before purchasing any services and/or materials that are expected to cost $100,000 or more, the Grantee must conduct a formal notice and bidding process.

B. Before purchasing any services and/or materials that are expected to cost between $25,000 and $99,999, the Grantee must obtain a minimum of three (3) verbal quotes or bids or award the contract to a Targeted Vendor.

C. Before purchasing any services and/or materials that are expected to cost between $10,000 and $24,999, the Grantee must obtain a minimum of two (2) verbal quotes or bids or award the contract to a Targeted Vendor.

13.2 The Grantee must take all necessary affirmative steps to ensure that it procures services and goods under this Grant Contract Agreement from businesses with active certifications as through these entities ("Targeted Vendors") are used when possible:

A. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List;

B. Metropolitan Council Underutilized Business Program; and

C. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory.

13.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

13.4 The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

13.5 Notwithstanding 13.1-13.4 above, MNRAAA may waive bidding process requirements when:

A. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or

B. It is determined there is only one reasonably able and available source for such materials or services and that Grantee has established a fair and reasonable price.

13.6 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes 177.41 through 177.50, as applicable.

13.7 The Grantee must not contract vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

14 Ownership of Equipment. The disposition of all equipment purchased under this Grant Contract Agreement shall be in accordance with the 2 C.F.R. 200.313. For all equipment having a current per unit fair market value of ten thousand dollars ($10,000) or more, MNRAAA shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by MNRAAA only if the project or program for which the equipment was acquired is transferred from one grantee to another. The Grantee may retain equipment having a lower current per unit fair market value.

15 Workers' Compensation

15.1 The Grantee certifies that it is in compliance with Minnesota Statutes 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered AAA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MNRAAA obligation or responsibility.

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

$100,000 – Bodily Injury by Disease per employee

$500,000 – Bodily Injury by Disease aggregate

$100,000 – Bodily Injury by Accident

16 Insurance Requirements. The Grantee shall not begin work under this Grant Contract Agreement until it has obtained all the insurance described below and MNRAAA has approved such insurance. The Grantee shall maintain the insurance in force and effect throughout the term of this Grant Contract Agreement. The Grantee is required to maintain and furnish satisfactory evidence of the following insurance policies. Upon notice of cancellation, the Grantee must notify MNRAAA within five (5) calendar days in writing. The Grantee will include MNRAAA as an Additional Insured with a Waiver of Subrogation in their policies.

16.1 **General Commercial Liability Insurance.** The Grantee agrees that it will at all times during the term of this Grant Contract Agreement 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 this Grant Contract Agreement whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under this Grant Contract Agreement.

16.2 **Commercial Automobile Liability Insurance.** The 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 Contract Agreement. In the case that any work is subcontracted, the 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 coverage should be included: Owned, Hired, and Non-owned Automobile.

16.3 **Professional Liability Insurance.** This policy will provide coverage for all claims the Grantee may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Grantee's professional services required under this Grant Contract Agreement. The Grantee is required to carry the following minimum insurance limits:

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

Deductible shall not exceed $50,000

The retroactive or prior acts date of such coverage shall not be after the effective date of this Grant Contract Agreement and the 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 the Grantee to fulfill this requirement.

17 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Blue Earth County, Minnesota.

18 Termination

18.1 Termination by MNRAAA.

A. **Without Cause.**
MNRAAA may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. **With Cause.** MNRAAA may immediately terminate this Grant Contract Agreement if it finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MNRAAA may take all actions available to it under law and contract and in equity to protect the interests of MNRAAA, including, without limitation: refusing to disburse additional funds; requiring the Grantee to return of all or part of the funds already disbursed; and requiring the Grantee to cover MNRAA's costs to replace the Grantee with another grantee.

18.2 Termination for Insufficient Funding. MNRAAA may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Federal Government, the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow payment for the Services to be provided by the Grantee under this Grant Contract Agreement. Termination must be by written notice to the Grantee. MNRAAA is not obligated to pay for any Services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, MNRAAA may pause its obligations under this Grant Contract Agreement without terminating it through a written Stop Work Order. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. Upon receipt of a Stop Work Order, the Grantee's ability to provide services will be temporarily suspended. MNRAAA will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee in writing once funding is restored or appropriated, at which point the provision of Services under the Grant Contract Agreement may resume.

MNRAAA will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. MNRAAA must provide the Grantee notice of the lack of funding within a reasonable time of MNRAAA's receiving notice.

19 Publicity and Endorsement

19.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify MNRAAA as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by MNRAAA grant appropriations must publicly credit MNRAAA, including on the grantee's website, when practicable.

19.2 Endorsement. The Grantee must not claim that MNRAAA endorses its products or services.

20 Data Disclosure

Under Minnesota Statutes 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MNRAAA, to federal and state tax agencies and AAA personnel involved in the payment of AAA obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

21 Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

- Exhibit A: Provider Handbook
- Exhibit B: Definitions of Services
- Exhibit C: Intermediary Subcontracts
- Exhibit D: Site Visit and Monitoring

Grant Agreement Signature Page

For Grantee:	For Grantor:
______________________________	______________________________
(Signature of Authorized Representative)	(Signature of Authorized Representative)
______________________________	______________________________
(Name and Title)	(Name and Title)
__________________	__________________
(Date)	(Date)