



Arrowhead Area Agency on Aging

The Arrowhead Area Agency on Aging is seeking Competitive Request for Proposal for service provision from Minnesota based Non-Profits and/or for-profit entities for the provision of Caregiver Support Services to support family caregivers of persons with Amyotrophic Lateral Sclerosis (ALS). This funding is available as a result of state legislation Senate File 3372 and House File 3603.

The goal is to increase support including training, education, and caregiver support services in Minnesota for caregivers of individuals with ALS.

All applications for this funding will be de-identified and reviewed by a review team representative of the statewide AAA's and State Caregiver Team staff. Evaluation will utilize a standardized point system for evaluation.

Area's of weight: 1) Expertise in working with ALS population specifically in regards to Caregiver Support 2) Ability to carry out this work while meeting all compliance requirements stated in the contract Exhibit. 3) Sustainability Plan 4) Ability to serve all geographies in Minnesota.

Funding will be FOR THE PERIOD OF: July 1, 2023 THROUGH June 30, 2026

**PURCHASE OF SERVICE AGREEMENT TO PROVIDE RESPITE SERVICES
WITH STATE FUNDING FROM THE STATE OF MINNESOTA, MINNESOTA BOARD ON AGING
RECEIVED UNDER SECTION 1 [256.9755] CAREGIVER SUPPORT PROGRAMS IN MN
LEGISLATION. THESE FUNDS ARE BEING ALLOCATED THROUGH THE ARDC's AREA
AGENCY ON AGING DIVISION IN A MANNER CONSISTENT WITH FEDERAL REQUIREMENTS**

THIS SERVICE AGREEMENT is made and entered into by and between the Arrowhead Regional Development Commission (hereinafter referred to as the "ARDC") and Contractor Name, a private, non-profit corporation (hereinafter referred to as the "Contractor") located at Contractor Address.

RECITALS

The SERVICE AGREEMENT is for Caregiver Support Services to support family caregivers of person with Amyotrophic Lateral Sclerosis (ALS) who are living in the community by 1) Promoting caregiver support programs that serve Minnesotans in their homes and communities 2) Providing within limits of available funds, the caregiver support services that enable the family caregiver to access caregiver support programs in the most cost-effective and efficient manner, and 3) providing information, education, and training to inform caregivers and volunteers about caring for, managing and coping with care for a person with ALS during the period of this agreement. Services provided must be consistent with the National Family Caregiver Support Program to reach family caregivers of persons with ALS, except that such funds may be used to provide services benefiting people under the age of 60 and their caregivers.

The funds must be used to provide social, community-based services and activities that provide social interaction for participants. The funds may also be used to provide respite care.

WITNESSETH:

WHEREAS, the Arrowhead Regional Development Commission's Area Agency on Aging (hereinafter referred to as the "AAAA") is the designated Area Agency on Aging for the Region 3 planning and services area and includes the counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis; and

WHEREAS, the ARDC desires to make available Respite Services, education, awareness and training for Minnesotans with ALS and their caregivers and to engage the Contractor to perform services by way of identifying and responding to the needs of eligible Minnesotans and their caregivers; and

WHEREAS, the definitions of respite are as follows: **Respite Services Definition** – Services that offer temporary, substitute care, supervision, support, or living arrangements to older persons in order to provide a brief period of relief or rest for informal caregivers. Respite Care includes: (1) in-home respite; (2) out-of-home respite; and (3) facility-based respite.

In-home Respite: This includes personal care, homemaker, chore companion, supervision, or nursing care provided by an organization or agency.

Out-of-Home Non-Facility Respite: This option may be provided on a group or individual basis and include licensed Adult Day Services, licensed adult foster care, services by a family, friend, neighbor, or volunteer in a non-licensed private residence, or escorted transportation to medical appointments or community activities.

Facility-based Respite: This includes services provided in a licensed nursing facility, hospital, or registered housing site that has services provided by a licensed home care

agency.

WHEREAS, the Contractor has demonstrated previous experience and/or capacity in the delivery of services for older adults living in community-based settings, has established cooperative working relationships with other community agencies, and is ready, willing, and able to undertake the same; and

WHEREAS, the ARDC hereby engages the Contractor, and the Contractor hereby agrees to perform all the services hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

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Exhibit A. CONTRACT EXAMPLE

ARTICLE 1. SERVICE AGREEMENT TERM AND SURVIVAL OF TERMS

- 1.1 Effective Date and Expiration:** The terms of this SERVICE AGREEMENT shall be July 1, 2023, through June 30, 2026, or the date that AAAA obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.
- 1.2 Cancellation:** This SERVICE AGREEMENT may be cancelled by either party at any time, with or without cause, upon 60 days written notice to the other party. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro-rated basis, for work services satisfactorily performed through the date of cancellation.
- 1.3 No performance before notification by AAAA.** The Contractor may not begin work under this SERVICE AGREEMENT, nor will any payments or reimbursement be made until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7 and Contractor is notified to begin work by AAAA's Authorized Representative.
- 1.4 Survival of terms.** Contractor shall have a continuing obligation after the expiration of service agreement to comply with the following provision of SERVICE AGREEMENT:
- 1) Indemnification,
 - 2) Information Privacy and Security,
 - 3) Intellectual Property Rights,
 - 4) Publicity,
 - 5) Equipment Ownership
 - 6) ARDC/AAAA or State audit,
 - 7) Jurisdiction and Venue.
- 1.5 Time is of the essence.** The Contractor will perform its duties within the time limits established in SERVICE AGREEMENT unless it receives written approval from AAAA. In the performance of SERVICE AGREEMENT, time is of the essence.

ARTICLE 2. CONTRACTOR DUTIES

- 2.1 Duties:** Contractor shall perform duties in accordance with the SERVICE AGREEMENT as approved and in accordance with S.F. No 3372 Section 1. [256.9755] Caregiver Support Programs:
- **Attachment A:** "Service Agreement Work Plan"
 - **Attachment B:** "Assurances and required Statements" and
 - **Attachment C:** "Service Agreement Budget"
 - **Attachment D:** "Respite Definitions" under the National Family Caregiver Support Program OAA Title III-E

All of which are attached and incorporated into this SERVICE AGREEMENT. Funds are for Amyotrophic Lateral Sclerosis (ALS) Caregiver Support for the Contractor and other Fiscal Support Management (FSM) providers or licensed Homecare providers as appropriate. Funds subcontracted to FSM and Homecare providers are to be used for assisting families to access respite service via a Self-Directed Services support planning. Funds sub-contracted to the FSM are to be used for FSM fees, direct payment to respite providers on behalf of caregivers according to approved support plans, and employer function for nonprofessional respite providers. Funds should provide regular respite for

approximately 100 families caring for individuals with ALS per year.

If it becomes necessary to change personnel and /or duties of staff, the Contractor must provide position description(s) to the AAAA via email for review and approval in conjunction with budget revision request affecting personnel, fringe, and other items. Any subcontracted FSM must be obtained from the State of Minnesota approved list <https://mn.gov/dhs/people-we-serve/people-with-disabilities/services/home-community/programs-and-services/fms.jsp>. Any subcontracted Homecare agency must provide the Contractor with proof of up-to-date licensure.

2.2 Statutes, Regulations and Policies.

The Contractor assures that all its activities in Attachment A: Service Agreement Work Plan shall conform with all applicable Federal, State and local laws and Federal and State regulations and program standards and Program instructions of the STATE's Minnesota Board on Aging and the Arrowhead Area Agency on Aging (AAAA).

This SERVICE AGREEMENT is issued under the AAAA's Area Plan award from the Minnesota Board on Aging. It is issued in accordance with the Older American's Act of 1965, as amended through P.L. 116-131, enacted March 25th, 2020. The terms and condition of this SERVICE CONTRACT and other requirements have the following order of precedent:

- (1) Statute.
- (2) Executive order.
- (3) Program regulations
- (4) Administrative regulation found in 45 CFR Part 74
- (5) Agency policies and
- (6) Any additional terms and condition and remarks on the SERVICE AGREEMENT notices of award.

Contractor should refer to **Section B Assurances and Required Statements** for more information on applicable federal laws. AAAA encourages Contractor to consult **Section B Assurances and Required Statements** and the following; which is not intended to be a comprehensive list:

a. Federal Statutes, Regulations, and Policies

- i. Requirements for Drug-Free Workplace 2 CFR Part 382
- ii. The AAA GRANTEE is encouraged to consult these additional primary sources provided by the federal and STATE government:
 - a. U.S. Department of Health and Human Services:
<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
 - b. Administration on Community Living
<https://www.acl.gov/grants/managing-grant>

b. State Statutes, Regulations and Policies

- i. 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.

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

2.3 Accessibility. Any information systems, tools, content, and work products produced under this SERVICE 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 [Minnesota IT \(MN.IT\) Accessibility Standards](#) and any documents, reports, communications, etc. contained in an electronic format that CONTRACTOR delivers to or disseminates for the AAAA must be accessible. The relevant requirements are contained in this link:

https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf

Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and AAAA may withhold payment pursuant to clause 3.2(a) of SERVICE AGREEMENT. Consult <https://mn.gov/mnit/about-mnit/accessibility/> for more information.

2.4 Service Agreement Reporting. Service Agreement Reporting refers to all reporting due and necessary from the Contractor and its subrecipients.

- a. **Progress Workplan Report outlined in the Service Agreement for the time July 1, 2023 – June 30, 2026.** Service Agreement Reports shall be completed and emailed to AAAA in accordance with the following schedule:

<u>For Activities Provided</u>	<u>Report Due</u>
2 nd Half 2023 (July 1 – December 31, 2023)	January 8, 2024
1 st Half 2024 (January 1 - June 30, 2024)	July 8, 2024
2 nd Half 2024 (July 1 – December 31, 2024)	January 8, 2025
1 st Half 2025 (January 1 - June 30, 2025)	July 8, 2025
2 nd Half 2025 (July 1 – December 31, 2025)	January 8, 2026
1 st Half 2026 (January 1 - June 30, 2026)	July 8, 2026

- b. **Monthly Financial and Persons Served reporting.** Contractor shall have all reportable information into AAAA via email or hard copy as requested, no later than 8 days following the months end (i.e., August 8, 2023).

Reportable information may include Request for payments with supporting documentation, people served report and/or other reports as requested/required by AAAA. AAAA will provide Contractor with the

form(s) to report the required information ten (10) days prior to the applicable reporting deadline.

Using prescribed forms, the Contractor shall submit by the eighth day of the month following the end of a month a Monthly Contract Request for Payment to report all units of service delivered in the previous month as well as expenses. In addition to the financial report, detailed persons served data and a narrative is to be submitted. These reports are due on the 8th day of the month following the end of the month except when the date falls on a weekend. Due dates for 2023 are:

August 8th, 2023
September 8th, 2023
October 9th, 2023
November 8th, 2023
December 8th, 2023
January 8th, 2024

- The Contractor will provide other report information as requested by the AAAA, including relevant findings, results, and outcomes to include in annual legislative report, as required under statute.
- The Contractor shall be responsible for the collection and deposit of all project income (including donations). Such income shall be reported monthly to the AAAA.
- Income generated because of the state award must be applied to the cost of service and used to expand the services.
- AAAA will provide Contractor due dates for the following year 15 days prior to January 1, 2024, and subsequent years.

2.5 SERVICE AGREEMENT Questions. Questions on policy and procedures relating to the Service Agreement and reporting must be directed to Kristi Kane kkane@ardc.org.

ARTICLE 3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. AAAA will pay for all services satisfactorily provided by Contractor under this SERVICE AGREEMENT.

a. Compensation. Contractor will be paid in accordance with Attachment A: Proposed Narrative Workplan and Budget attached and incorporated in this SERVICE AGREEMENT.

i) Contractor must obtain prior approval in writing from AAAA before changing any part of the budget by emailing a budget revision and/or if there are changes to personnel, email position descriptions to rsash@ardc.org, notwithstanding Grant Agreement Clause 19, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and the total obligation remains unchanged.

ii) If Contractor's approved budget changes proceed without an amendment pursuant to this clause, Contractor must record the budget change on a form provided by AAAA.

iii) Contractor must submit payment request to AAAA email:

Dee Binstock: dbinstock@ardc.org and
Rebecca Sash rsash@ardc.org

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of Contractors performance under this SERVICE 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>. Contractor shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from AAAA. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total Obligation. The total obligation of AAAA for all compensation and reimbursements to Contractor shall not exceed **four million six hundred and fifty thousand (\$4,650,000.00)**.

d. Withholding. Contractor will adhere to all Federal and State withholding requirements for compensation payable under this SERVICE AGREEMENT.

3.2 Terms of payment:

- i) It is understood that the SERVICE AGREEMENT payment is contingent upon availability of funds through the State of MN Legislation administered through the MBA. Should reductions in funds occur, the AAAA has the right to reduce the amount of state funds awarded.
- ii) The State share of the project cost is earned only when the cost is accrued. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds.
- iii) In no event shall reimbursement of service exceed the total annual award for the service, regardless of the level of service provided by the Contractor.
- iv) Payment for services shall include a one-time advance of \$450,000.00 each calendar year for the duration of this contract, followed by monthly cash reimbursements based on the previous month's eligible units of service provided.
 - Contractor may request and complete a cash advance payment form provided by AAAA upon execution of this SERVICE AGREEMENT.
- v) Cash on hand & interest-bearing account. In alignment with Federal Title III awards, as noted Under the Uniform Guidance (2 CFR 200.305 (b) (9)), non-State recipients of financial assistance awards who earn interest on State funds in excess of \$500 per year must be returned to the State government annually. Amounts up to \$500 may be retained by the recipient for administrative expenses).
- vi) The Contractor agrees that all services being reimbursed through State funds shall not be reimbursed through any other funding source in whole or in part including federal or state waiver funding, Medicare, or private insurance funding.
- vii) All funds including advanced funds issued shall be reconciled after the end of the calendar year (December 31, 2023, and subsequent years through June 30, 2026).

3.3 Reconciliation:

- i) Cash advance will be reconciled at the end of each calendar year.
- ii) All funds issued shall be reconciled after the end of each calendar year

a. Invoices/Cost Reimbursement:

- i) Monthly cost reimbursement is based on the previous month's expenses as documented by itemized receipts, invoices, travel vouchers and time sheets kept by the contractor.
- ii) Payments shall be made by AAAA promptly after contractor submits an invoice for services performed and the services has been determined acceptable by AAAA's authorized agent MBA and MBA has issued payment to AAAA and pursuant to 3.5 Payment Contingencies

b. Payment Contingencies:

- **The need for the advance.** Funds are needed to keep operations running and on a day-to-day basis, including the funding of payroll, until the first quarter reimbursement request is made. Contractor needs to offset initial start-up costs for new programming.
- **Refunds:** If actual expenditures of the Contractor are less than provided in the cash advance and any subsequent payments, the Contractor shall remit excess funds to the AAAA no later than January 20, 2024, and January 20 of subsequent years. If a subsequent audit reveals overpayment, the Contractor shall have up to 30 days to notify AAAA and follow provided guidance for returning excess funds to the AAAA.
- **Pass-through requirements.** Contractor and AAAA agree to comply with all State pass through requirements including each parties auditing requirement.

ARTICLE 4: CONDITIONS OF PAYMENT

4.1 Satisfaction of AAAA. All services provided by Contractor pursuant to this SERVICE AGREEMENT shall be performed to the satisfaction of AAAA, as determined at the sole discretion of its authorized representative and in accord with all applicable federal, state and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. Contractor shall not receive payment for work found by AAAA 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, Contractor must pay all subcontractors, within ten (10) calendar days of Contractors receipt of payment from AAAA 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, Contractor agrees to minimize administrative costs as a condition of this grant. Contractor shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., Contractor shall not invoice AAAA for services that are reimbursable via a public or private health insurance plan. If Contractor receives funds from a source other than AAAA in exchange for services, then Contractor may not receive payment from AAAA for those same services. Contractor shall seek reimbursement from all sources before seeking reimbursement pursuant to SERVICE AGREEMENT.

ARTICLE 5: PAYMENT RECOUPMENT.

Contractor must reimburse AAAA upon demand or AAAA may deduct from future payments under this SERVICE AGREEMENT or future SERVICE AGREEMENTS for the following:

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

ARTICLE 6: CANCELLATION

- 6.1 Noncompliance.** The AAAA shall submit and/or release funds to Contractor timely and in accordance with this SERVICE AGREEMENT and any exhibits, addendums, or other attachments referenced or incorporated herein. Notwithstanding the above, if Contractor is non-compliant, and if the AAAA seeks to withhold a portion of any funds, then AAAA shall comply with all requirements set forth within 42 U.S.C.A §3026, 45 CFR Part 75, the Older Americans Act, as well as the STATE'S Operations Manual for Area Agencies on Aging, dated June 21, 2021, and as updated from time-to-time, including the due process protections set forth within Section B-4.
- 6.2 Insufficient funds.** AAAA may immediately terminate this SERVICE AGREEMENT if it does not obtain funding from the Minnesota Board on Aging/Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to Contractor. AAAA is not obligated to pay for any services that are provided after the effective date of termination. Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. AAAA will not be assessed any penalty if the SERVICE AGREEMENT is terminated because of the decision of the Minnesota Board on Aging/Minnesota Legislature, or other funding source, not to appropriate funds. AAAA must provide Contractor notice of the lack of funding within a reasonable time of AAAA's receiving that notice.
- 6.3 Breach.** With the exception of 6.1 of this SERVICE AGREEMENT, upon AAAA'S knowledge of a material breach of the SERVICE AGREEMENT by Contractor, AAAA shall provide Contractor written notice of the material breach, including the information relied upon by the AAAA in determining that a material breach may have occurred, and shall provide Contractor at least 60 days to cure the breach. If AAAA determines that Contractor has not cured the breach within the time allowed, Contractor may be considered in default of this SERVICE AGREEMENT and AAAA may cancel the SERVICE AGREEMENT after, at a minimum, complying with Section

B-4 of the STATE’S Operations Manual for Area Agencies on Aging, dated June 21, 2021, and as updated from time-to-time. No cancellation of this SERVICE AGREEMENT may be effective unless and until the procedures set forth within Section B-4 have been followed and completed.

“Material Breach” means, with respect to a given breach, which a reasonable person in the position of the nonbreaching party would wish to terminate this agreement because of that breach.

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

ARTICLE 7: AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER

7.1 AAAA. AAAA’s authorized representative for the purposes of administration of this SERVICE AGREEMENT is **Kristi Kane** or successor. Email: kkane@ardc.org. This representative shall have final authority for acceptance of Contractors services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2 CONTRACTOR: Contractor’s Authorized Representative is:

Name/Title or successor. Phone and email: _____

If Contractor’s authorized representative changes at any time during this SERVICE AGREEMENT, Contractor must immediately notify AAAA.

7.3 Information Privacy and Security. Contractor’s responsible authority for the purposes of complying with data privacy and security for this SERVICE AGREEMENT is

Name/Title or successor. Phone and email: _____

ARTICLE 8: INSURANCE REQUIREMENTS

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

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

Contractor's employees and agents will not be considered employees of AAAA. 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 AAAA's obligation or responsibility.

8.2 General Commercial Liability Insurance. Contractor 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 contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by Contractor under the SERVICE AGREEMENT. AAAA will be named as both an additional insured and a certificate holder on the general commercial liability policy.

8.3 Employee Theft & Dishonesty Policy. Contractor agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first years' SERVICE 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 Contractor must keep in force a stand-alone employee theft/employee

dishonesty policy.

AAAA 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 years' SERVICE 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 SERVICE AGREEMENT, Contractor shall furnish AAAA with a certificate of employee theft/employee dishonesty insurance.

8.4 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos, which may arise from operations under this SERVICE AGREEMENT. In the case that any work is subcontracted, Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows: \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, 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 Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the SERVICE AGREEMENT. Contractor is required to carry the following **minimum** insurance limits:

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

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

The retroactive or prior acts date of such coverage shall not be after the

effective date of this SERVICE AGREEMENT and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by AAAA to fulfill this requirement.

8.6 Additional Insurance Conditions:

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

ARTICLE 9. INDEMNIFICATION

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

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

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

ARTICLE 10. INFORMATION PRIVACY AND SECURITY

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

notify and consult with AAAA's Authorized Representative as to how Contractor should respond to the request.

- f. Under this SERVICE AGREEMENT, Contractor is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing its duties under this SERVICE AGREEMENT.
- g. Contractor's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. Contractor must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing its duties under this SERVICE AGREEMENT.

ARTICLE 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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the SERVICE 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 Contractor, its employees, agents, or subcontractors, in the performance of this SERVICE AGREEMENT.

11.2 Ownership. AAAA 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 SERVICE AGREEMENT. The Works and Documents will be the exclusive property of AAAA and all such Works and Documents must be immediately returned to AAAA by Contractor upon completion or cancellation of this SERVICE 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 AAAA data, Contractor must cite the data, or

make clear by referencing that AAAA 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 Contractor, including its employees and subcontractors, and are created and paid for under this SERVICE AGREEMENT, Contractor will immediately give AAAA's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. Contractor will assign all right, title, and interest it may have in the Works and the Documents to AAAA.
- b. Filing and recording of ownership interests.** Contractor must, at the request of AAAA, execute all papers and perform all other acts necessary to transfer or record AAAA's ownership interest in the Works and Documents created and paid for under this SERVICE AGREEMENT. Contractor must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of AAAA, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** Contractor represents and warrants that the Works and Documents created and paid for under this SERVICE AGREEMENT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Article 9, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless AAAA, at Contractor's expense, from any action or claim brought against AAAA to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in Contractor's or AAAA's opinion is likely to arise, Contractor must, at AAAA's discretion, either procure for AAAA 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 AAAA 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 SERVICE 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.

ARTICLE 12. PUBLICITY

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

The AAAA's Authorized Representative shall be provided a period of two weeks, prior to their release and/or publication, to review and comment upon all materials, reports, documents, etc., produced with funds provided through this grant. Contractor shall submit requests for review email to kkane@ardc.org and rsash@ardc.org.

Examples of citation language to include:

"This report/document/etc. was supported by a grant from the Minnesota Board on Aging in conjunction with the Arrowhead Area Agency on Aging."

12.1 Endorsement. Contractor must not claim that AAAA endorses its products or services.

ARTICLE 13. VOTER REGISTRATION REQUIREMENT. Contractor certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by Contractor. 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/>.

ARTICLE 14. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds to STATE or to an eligible non-state party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract

shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

ARTICLE 15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

15.1 State audit Under Minn. Stat. § section 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the Contractor or other party that are relevant to the SERVICE 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 SERVICE 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.

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

15.3 Federal audit requirements and GRANTEE debarment information. Contractor certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this SERVICE AGREEMENT, Contractor acknowledges that Contractor and AAAA 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.

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

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

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

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

a. Instructions for Certification

- i. By signing and submitting this SERVICE AGREEMENT, the prospective lower tier participant is providing the certification set out below.
- ii. 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.
- iii. The prospective lower tier participant shall provide immediate written notice to the person to which this SERVICE 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.
- iv. 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 SERVICE AGREEMENT is submitted for assistance in obtaining a copy of those regulations.
- v. 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.
- vi. The prospective lower tier participant further agrees by submitting this SERVICE 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.

- vii. 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 Non-procurement Programs.
- viii. 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.
- ix. 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.

- i. The prospective lower tier participant certifies, by submission of this SERVICE 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.
- ii. 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 SERVICE AGREEMENT.

ARTICLE 16. CONTRACTOR DATE DISCLOSURE

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and

other applicable law, Contractor understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Contractor to file state tax returns and pay delinquent state tax liabilities, if any.

ARTICLE 17. JURISDICTION AND VENUE.

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

ARTICLE 18. CLERICAL ERRORS, NON-WAIVER and Pandemic.

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

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

18.3 Pandemic Clause: The contractor assumes the risk of contracting COVID-19 during the performance of services. The contractor agrees to comply with all Federal and Minnesota State Executive Orders and establish preventative measures. The contractor will hold ARDC harmless from any liabilities related to COVID-19 arising out of the performance of the contract.

ARTICLE 19. AMENDMENT, ASSIGNMENT, SERVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

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

19.2 Assignment. Contractor shall neither assign nor transfer any rights or obligations under this SERVICE AGREEMENT without the prior written consent of AAAA.

19.3 Entire Agreement. If any provision of this SERVICE AGREEMENT is held to be invalid or unenforceable in any respect, the validity and

enforceability of the remaining terms and provisions of this SERVICE 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 SERVICE AGREEMENT according to Article 21.

19.4 Entire Agreement. This SERVICE AGREEMENT contains all negotiations and agreements between AAAA and Contractor. No other understanding regarding this SERVICE AGREEMENT, whether written or oral may be used to bind either party.

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

ARTICLE 20. PROCURING GOODS AND CONTRACTED SERVICES.

20.1 Competitive bidding and preferred vendors. Unless otherwise approved in writing by AAAA, if the Contractor subcontracts any portion of the work or services under this contract in excess of \$10,000, Contractor 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—require prior approval and the purchaser must solicit three minimum bids.

20.2 If the amount of the contract is estimated to exceed \$50,000, sealed bids shall be solicited by public notice.

20.3 All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

20.4 If the amount of the contract is estimated to be less than \$10,000, the contract may be made either upon quotation or in the open market, in the discretion of the AAAA but so far as practicable shall be based upon at least two quotations which shall be kept on file for a period of one year after receipt thereof.

20.5

For the purposes of fulfilling this agreement, contractor must use licensed respite providers through the State of MN and may contract with a Fiscal Management Entity approved by the State of MN and listed here <https://mn.gov/dhs/people-we-serve/people-with-disabilities/services/home-community/programs-and-services/fms.jsp>.

Contractor must provide AAAA with copies of all subcontracts and most recent 990's or the corporation tax returns from all subrecipients of funds.

The resulting subcontract must result from a competitive bidding process, where

Contractor records at least three (3) bids. Contractor 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>

20.2. 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.

20.6 Debarred vendors. In the provision of goods or services under this SERVICE AGREEMENT, Contractor must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, Contractor 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.

ARTICLE 21. SUBCONTRACTS.

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

Contractor in this SERVICE AGREEMENT, apply as between Contractor and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the AAAA and Contractor.

ARTICLE 22. LEGAL COMPLIANCE

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

22.2 Nondiscrimination. Contractor will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. Contractor must refrain from such discrimination as a matter of its contract with AAAA. "Person" includes, without limitation, a AAAA employee, Contractor'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 Contractors program or activity.

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

22.3 Grants management policies. Contractor 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.

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

ARTICLE 23. OTHER PROVISION

23.1 No Religious Based Counseling. Contractor agrees that no religious based counseling shall take place under the auspices of this SERVICE AGREEMENT.

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

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this SERVICE 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 AAAA with regard to emergency preparedness and response issues, the EPRC shall provide updates to AAAA 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

