

Minnesota Department of Human Services Health Care Administration Division

Request for Proposals for a Contractor to Analyze Access to Whole-Person Perinatal Care and Care Coordination for the Transforming Maternal Health Model in Hennepin County

Date of Publication in SWIFT: October 13, 2026

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

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

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RFP Summary

Important Dates:

RFP Published: October 13, 2026

Responder's Conference (if applicable): November 2, 2026

Questions Due: November 6, 2026

Proposals Due: **SWIFT EVENT END**

Anticipated Selection of Successful Responder(s): January 4, 2027

Anticipated Start of Contract: March 1, 2027

Anticipated End of Contract: December 31, 2027

Anticipated Extensions: None

State Contact: ommd.grants.dhs@state.mn.us

1. Introduction

1.1 Objective of RFP

The Minnesota Department of Human Services, through its Health Care Administration (HCA), Office of the Medicaid Medical Director (OMMD) (STATE), is seeking Proposals to analyze access to whole-person perinatal care and care coordination for the [Transforming Maternal Health Model](#) in Hennepin County.

The STATE is seeking up to three vendors to support the three Priority Areas included in Section 2, Scope of Work. Proposers may submit responses for one, two, or all three Priority Areas. The STATE reserves the right to award all work to a single vendor, award portions of the work to multiple vendors, or make separate awards for each Priority Area based on the needs of the project and the quality of proposals received. The term of any resulting contract is anticipated to be from February 1, 2027 until December 31, 2027. The STATE may extend the contract up to a total of five (5) years.

1.2 Proposal due date

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

This RFP provides background information and describes the services desired by the STATE. It delineates the requirements for this procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

1.3 Background

Minnesota is facing a priority need for change as we see rising maternal deaths in recent years— most of which are preventable. In Minnesota, Medicaid covers almost 40% of all births, 70% of births for those who identify as American Indian/Alaska Native, and 80% of births for those who identify as Black. Black and Indigenous patients face much higher risk of poor maternal health outcomes in our state. Minnesota recognizes that the way it provides prenatal and postpartum services needs to improve, especially for our high-risk and high-need populations.

The Centers for Medicare & Medicaid Services (CMS) awarded Minnesota the Transforming Maternal Health (TMaH) Model, a value-based payment model designed to improve maternal health outcomes for perinatal patients insured through Medicaid and the Children's Health Insurance Program (CHIP). In January 2025, CMS awarded the Cooperative Agreement to Minnesota's Department of Human Services,

Office of the Medicaid Medical Director (OMMD), as one of 15 participating state Medicaid agencies. Minnesota will implement the model in Hennepin County. The model will help Minnesota implement evidence-based strategies for expanding access to maternal care, while also integrating mental health, substance use, and upstream drivers of health care and bridging community and clinical-based care. The proposed payment strategy will provide infrastructure payments to prepare participating organizations for care transformation and transition to value-based payment (VBP). The VBP strategy includes monthly case rate payments based on historical costs and shared savings to invest in whole-person and wraparound care. See the [TMaH Model update](#) for the timeline for these payments. The VBP will also phase in shared losses over time with the potential to scale up promising practices.

The TMaH Model design centers on three components:

1. Access, Infrastructure, and Workforce
 - Increase access to birth centers and midwives
 - Increase access to community health workers (CHWs) and doulas
 - Enhance data collection and sharing
2. Quality Improvement and Safety
 - Implement Alliance for Innovation of Maternal Health (AIM) maternal safety bundles
 - Reduce avoidable procedures like c-sections for low-risk mothers
 - Promote shared decision-making between mothers and providers
3. Whole-Person Care Delivery
 - Increase risk assessments, screenings, referrals and follow-up for perinatal depression, anxiety, tobacco use, substance use, upstream drivers of health, and oral health
 - Promote telehealth and home monitoring for conditions like gestational diabetes and hypertension that can cause complications
 - Expand group perinatal care, home visiting, and mobile units

Over the last few years, OMMD has conducted extensive internal and external engagement efforts with state, county, Tribal, clinical and community maternal health providers, and community-based organizations (CBOs) providing maternal care to Medicaid beneficiaries to identify gaps and opportunities for TMaH implementation, including model participation incentives for providers.

[Evidence](#) and feedback show that low clinician reimbursement rates are unable to sustain the administrative costs of providing integrated, whole-person perinatal care, which can cause organizations and practices to move away from accepting Medicaid patients. This reduces access for those who need services most. People insured through Medicaid in Minnesota often [struggle to find providers](#) who take their insurance, especially for mental health, substance use, midwifery and doula services, and oral health. Through TMaH, the STATE hopes to invest funds to support effective, coordinated care to reduce gaps in delivery of integrated, whole-person perinatal care. Through OMMD engagement efforts, clinical

and non-clinical maternal care providers have identified care coordination sustainability to strengthen access to and delivery of integrated, whole-person perinatal care as a top priority for Minnesota. [Survey and listening session](#) respondents were asked where the STATE should prioritize work to increase access for perinatal care. The survey (N=40) found:

- 59% cited unclear or lack of billing pathways for care coordinators, community health workers, or patient navigators.
- 1 in 2 survey respondents cited low reimbursement amounts and lack of closed loop referral and follow up for community-based organizations providing support services.
- Feedback commonly identified:
 - uncompensated time doing care coordination and
 - opportunities for integration and support of non-clinical support staff (i.e., care coordinators, community health workers, patient navigators, home visitors, etc.) to lessen provider burden around screenings, referrals, and follow up for physical, mental, pharmaceutical, and social health needs.

OMMD engagement efforts identified the main barriers and opportunities for the TMaH Model.

Barriers for model implementation:

- Low patient awareness of maternal health benefits, including birth center, midwife, and doula coverage
- Lack of sustainable billing pathways for care coordination
- Lack of time for relationship building and shared decision making between providers and patients
- Lack of closed loop referral systems for patient follow up
- Fragmented care planning and integration across clinical and community providers
- Siloed data across providers

Community and clinical priorities for the TMaH Model:

- Building sustainable billing pathways for care coordination and community health workers
- Increasing competitive reimbursement amounts across providers (specifically for all types of covered midwives and OB-GYNs)
- Improving collaboration between clinical and community providers
- Strengthening relationships with community organizations
- Facilitating data sharing between model participants

“Upstream Drivers of Health” refers to social and economic needs that individuals experience that affect their ability to maintain their health and well-being. The TMaH Model is specifically focusing on adverse social and economic conditions in the domains of food insecurity, housing insecurity, Intimate Partner Violence (IPV), and utilities/transportation needs that negatively affect a person’s health or health care.

“Home Monitoring” means the use of digital technologies to collect health data from patients in one location and electronically transmit that information securely to providers in a different location. It may include the device itself, service for connection, and/or telemonitoring support and needed timely follow-up from the provider on call.

Please see Appendix A for all required model milestone activities and Appendix B for TMaH terms & definitions. The STATE must meet these milestones by close of calendar year 2028 to prepare for value-based payment (VBP) implementation.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$17 million with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. government. Learn more about the MN TMaH Model: <https://mn.gov/dhs/transformingmaternalhealth>.

2. Scope of Work

2.1 Overview

The STATE seeks best-evidence consultation to determine which approaches may best support TMaH implementation in Hennepin County. To address barriers to improve access to evidence-based whole-person perinatal care for people insured through Medicaid, the STATE must first clearly identify their causes. Wide variation exists in Medicaid coverage of evidence-based perinatal services that improve maternal health outcomes. Many of these whole-person, wraparound models of care are included in the TMaH model, such as screenings, referrals, follow up, home visiting, midwives, birth centers, doulas, community health workers, and care coordination. Minnesota covers many policies, services, and providers, but we recognize the opportunities to strengthen implementation of these policies for perinatal patients experiencing co-occurring medical conditions, mental health, substance use, and/or social needs. OMMD’s goal is that the TMaH Model will prioritize Medicaid populations at the highest risk for experiencing poor maternal health outcomes and those that experience the highest need. Evidence and feedback show this should include patients who deliver in the Metro region, especially Hennepin County where our model is piloting, and especially patients who identify as Black, Indigenous, and People of Color. Many pathways, providers, and models support whole-person perinatal care. The STATE will use future funding to implement selected recommendations within the scope of the TMaH Model with an eye to scaling promising strategies statewide.

The selected responder(s) will conduct gap analyses on the current Minnesota Medicaid policy landscape to identify strengths, gaps, and opportunities to improve integrated perinatal care and care coordination within the TMaH Model around three TMaH Model Priority Areas (detailed below). This could include literature reviews, community and provider engagement, and policy/cost analysis. The selected responder will demonstrate experience with federal, state, and local Medicaid policy analysis. The gap

analysis will include the creation of a process and journey map of existing screening and referral processes for mental health, substance use, tobacco use, home monitoring for diabetes and hypertension, and upstream drivers of health. The process and journey map should visualize the experience, expose the pain points, and reveal opportunities for improvement. The selected responder(s) will identify areas of improvement through the map, including robust recommendations for care coordination to support integrated perinatal care. This analysis will inform the TMaH implementation plan by outlining action steps for the state, Managed Care Organizations, participating TMaH providers, and community organizations. The analysis should provide information on Minnesota Medicaid coverage and reimbursement, recommendations for providers on offering and tracking services, and key recommendations to address gaps, workflows, referral pathways, and follow up protocols for identified needs. This could include identification of billing pathways not currently available to MN beneficiaries that exist in other state Medicaid programs. Recommendations should balance desirability with feasibility, including consideration of cost.

The STATE intends to award contracts to up to three vendors to complete the deliverables detailed below for each of the three Priority Areas described in this solicitation. Responders may submit a proposal for one, two, or all three Priority Areas. Responders **must** submit a separate work plan section for each Priority Area included in their proposal. See Section 3 of this RFP for additional details regarding proposal requirements. The STATE will select a combination of up to three responders that address the three Priority Areas comprehensively. There is a total of \$300,000 that may be awarded, approximately \$100,000 per priority area.

Priority Area 1: Screening, referrals and follow up for perinatal depression, anxiety, substance use, and tobacco use

The TMaH Model is looking to increase risk assessments, screenings, referrals and follow up for mental health, substance use, and tobacco use as integrating mental health, substance use, and tobacco use into perinatal care is essential to improving maternal health outcomes. There is evidence that providers and organizations can play a role in providing screenings, referrals, and treatment during the perinatal period. However, there are patient and provider barriers to improving access to treatment and follow up for mental health and substance use. These barriers include provider shortages, long waitlists, lack of mental health training, lack of substance use integration into obstetric care, lack of availability of certification pathways for OB providers interested in prescribing medication assisted treatment (MAT) for their patients, lack of obstetric training on billing procedures and screening to treatment best practices, lack of awareness of these services in pediatric providers and primary care providers, lack of bidirectional referrals between clinical and community partners, lack of training and experience with safe plans of care, and low reimbursement. Gap analysis and recommendations should identify and address these shortcomings in integration.

Priority Area 2: Screening, referrals and follow up for upstream drivers of health

The TMaH Model is looking to align patient screenings within the model with referrals and follow up that impact upstream drivers of health (e.g. food, housing, transportation, intimate partner violence (IPV)).

These upstream drivers of health greatly affect health outcomes, especially during the perinatal period. Screening, referral, and follow up can help reduce the negative impacts of unmet social needs on maternal health. Care coordination can provide a central point for referrals to needed programs, providers, and resources. Many clinical maternal care providers may not manage social needs directly but would like to remain aware of the status of unmet social needs. Closed-loop (bi-directional) referrals can help compared to providing warm handoffs or lists of resources alone, but there are time and data integration challenges in providing this type of care. These services may be integrated into different care delivery sites, such as pediatric and primary care visits as the whole family dyad is served during the perinatal time, which may result in missing information for obstetric providers. Gap analysis and recommendations should identify these upstream drivers of health and strategies to ensure that social needs of patients are met.

Priority Area 3: Telehealth and home monitoring for gestational diabetes and hypertension, including related services, devices, and apps

The TMaH Model is seeking to increase telehealth and home monitoring for diabetes and hypertension as increasing telehealth and home monitoring of diabetes and hypertension can play a critical role in improving outcomes for pregnant people. Telehealth is effective for perinatal care when in-person services are not needed and can improve access to services. Telehealth can also be considered as an opportunity to address transportation insecurity, need for childcare, and time away from work for health care, where applicable to practice and scope. An important piece of home monitoring is expanding access to devices that help patients track blood sugar and blood pressure at home, as well as patient education on proper device fitting and use, and time-sensitive follow up for abnormal readings. At-home monitoring devices are crucial to improving self-management of conditions, improving health outcomes, and achieving cost savings for states. In Minnesota, we have ample opportunity to improve access to devices and follow up care. Patients still experience delays in obtaining appropriate devices and follow up care for abnormal readings. Providers and organizations express confusion about how to bill for these devices and challenges providing timely follow up care for perinatal patients across siloed telehealth, remote monitoring, chronic disease, and perinatal care Medicaid reimbursement policies and codes. Gap analysis and recommendations should relate to telehealth and home monitoring during the perinatal phase.

Please see Appendix A for further scope and alignment with all required TMaH Model milestone activities. Priority Areas 1 through 3 are in Pillar 3 of the TMaH Model.

2.2 Tasks and Deliverables

For each of the three TMaH Priority Areas detailed above (1- screening, referrals and follow up for perinatal depression, anxiety, substance use, and tobacco use, 2- screening, referrals, and follow up for upstream drivers of health, and 3-telehealth and home monitoring for gestational diabetes and hypertension), the selected responder(s) will conduct a comprehensive gap analysis and process mapping of the current Minnesota Medicaid policy and service landscape related to integrated perinatal

care coordination within the scope of the TMaH Model to inform the TMaH Model Implementation Plan. Deliverables include facilitation of community and provider engagement and outlined actionable recommendations to strengthen integrated perinatal care coordination for priority populations through the TMaH Model in Hennepin County. Deliverables will inform fiscal and policy priorities for TMaH implementation in future Model years.

Deliverables

For each of the three Priority Areas, the following four deliverables will be required.

Deliverable 1: Gap Analysis Report and Process Mapping

The responder(s) will conduct a gap analysis for integrated perinatal whole-person care for Medicaid patients in Hennepin County. They will also develop process and journey maps that describe the current experience of Medicaid-eligible pregnant and postpartum people navigating screening, referrals, follow up services, and care coordination. Maps must identify gaps, barriers, and opportunities to improve shared care planning, care coordination, clinical and community linkages, and integration between providers, Managed Care Plans (MCPs), Department of Human Services (DHS) Fee-for-Service, hospitals, specialists, and community-based organizations (CBOs) and strategies to align with other federal, state, county, and private programs and funding streams.

The responder(s) must incorporate and build upon existing findings and recommendations from the [OMMD TMaH Model community engagement activities](#) and TMaH team policy gap analysis, as well as state, county, Tribal, and community maternal health initiatives, such as [Innovations for Maternal Health Outcomes in Minnesota \(I-MOM\) - MN Dept. of Health](#), [Integrated Care for High Risk Pregnancies \(ICHIRP\) / Minnesota Department of Human Services](#), and [Hennepin County Public Health maternal health initiative](#) to develop a final Gap Analysis Report.

Deliverable 1 must include (for each of the three Priority Areas):

- Final Gap Analysis Reports written in plain language
- Recommendations for policy, operational, and billing improvements
- Process and journey maps that identify areas of improvement
- A PowerPoint presentation summarizing findings and recommendations
- A one-page summary overview for broad partner audiences

Deliverable 2: Facilitate engagement activities to inform Process and Journey Maps

The selected responder(s) will collaborate with OMMD staff to plan and facilitate engagement activities to gather feedback and inform the process and journey maps. The responder(s) will support and facilitate at least four engagement sessions at each of the following OMMD planned engagement activities, which may include:

- The TMaH Perinatal Beneficiary Advisory Council

- Minnesota Managed Care Plan TMaH Workgroup meetings
- The Minnesota Perinatal Quality Collaborative (MNPQC) events
- DHS Internal Planning Workgroups
- TMaH-contracted Provider meetings

Deliverable 2 must include (for each of the three Priority Areas):

- Facilitation of meetings, including planning and coordination of engagement activities
- Providing translation/interpretation during meetings if requested by attendees
- Providing meeting materials, tailoring agendas and activities to different audiences and objectives
- Design and administer feedback surveys and/or other feedback tools as appropriate
- Provide feedback summaries and thematic analysis of results
- Recommendations informed by lived experiences and provider input
- Documented contributions to Deliverable 1 for corresponding Priority Area

Deliverable 3: Outline recommendations for TMaH Implementation Plan

The selected responder(s) will outline actionable recommendations to strengthen integrated whole-person perinatal services and care coordination to inform the TMaH Model Implementation Plan.

The responder(s) must incorporate and build upon existing work completed and in process by the TMaH team and TMaH partners across state agencies. One example of this is the work the Minnesota Department of Health (MDH) is doing for Community Health Workers. This report: [Community Health Worker Initiatives in Minnesota: An Environmental Scan of the CHW Field \(PDF\)](#) and this logic model: [CHW Logic Model 2024-2028](#) represent work that Deliverable 3 must build on.

Deliverable 3 must include (for each of the three Priority Areas):

- Actionable recommendations for the TMaH Implementation Plan
- Roles and responsibilities for the STATE, Managed Care Plans, TMaH participating providers, Tribal partners, and community-based organizations
- Strategies to address identified gaps from Deliverable 1: Gap Analysis Report
- Diagrams of workflows, handoffs, referral pathways, and follow up protocols for identified needs
- Information on Minnesota Medicaid billing and coding coverage and reimbursement for providers
- A summary of existing services and programs in Hennepin County that address follow up for Medicaid-eligible perinatal populations for providers
- Strategies to tailor services appropriately for priority populations
- Recommendations for screening, referral, and follow-up practices within the model, including bi-directional referrals such that providers can connect patients to resources, services, and community organizations and receive notification when the patient has engaged

- Recommendations for telehealth and home monitoring strategies, including how providers can implement home monitoring
- Recommendations for provider training, education, and technical assistance for implementation

Deliverable 4: Project Management, Meetings, and Reporting

- Submit monthly progress reports, invoices, and updates
- Coordinate monthly meetings with the STATE to plan, monitor, and evaluate activities, including coordinating agenda consultation and providing the agenda to meeting participants at least 24 hours in advance
- Contribute to specific CMS reporting requirements determined by the STATE
- Participate in evaluation activities by sharing materials, data, and lessons learned as requested by STATE

The TMaH team and DHS will use these deliverables to inform the broad scope of work involved in TMaH and prepare for the implementation of the Value Based Payment (VBP) part of the TMaH Model. This will likely include policy changes in the form of legislative asks and corresponding federal approvals, provider communication and training, and investment proposals.

3. Proposal Requirements

Proposals must conform to all instructions, conditions, and requirements included in this RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for non-responsiveness. Acceptable Proposals should address all Deliverables in Section 2.2 Tasks and Deliverables for each Priority Area included in the proposal, agree to the contract conditions specified throughout the RFP, and include all the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract (Appendix C) unless specifically making an exception pursuant to Required Form specified in 3.3b.

3.1 Proposal Contents

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

Proposal Components

1. *Table of Contents*
2. *Technical Proposal Requirements*
 - a. Organization Overview

- b. Proposed Work Plan (Deliverables, work plan, and project management approach) (Attachment E)
 - c. Relevant Responder Experience/Résumés of Lead Responder Staff (Qualifications/experience of personnel working on the project)
 - d. Sample of Work
3. *Statements and Forms*
- a. Responder Information and Declarations (Attachment A)
 - b. Exceptions to Terms and Conditions (Attachment B)
 - c. Minnesota Workforce Declaration Page (Attachment C)
 - d. 2 Letters of Support (Attachment F)
4. *Cost Proposal* (Attachment D) (**Notes: Submit as a separate document from the Technical Proposal. The Cost Proposal should align with the number of priority areas being proposed.**)

3.2 Technical Proposal Requirements

The following will be considered minimum requirements of the Technical part of the Proposal. The emphasis should be on completeness and clarity of content.

1. **Organization Overview:** The Responder should provide a description of the organization, mission, and experience conducting gap analyses, process and journey mapping, engagement, policy proposals, or other relevant work, experience working with Medicaid/CHIP policy, and/or translating gap analysis into policy proposals and implementation. Please include reasons why your organization is capable of effectively delivering the deliverables outlined.
2. **Proposed Work Plan:** The Responder should provide a description of the deliverables to be provided along with a detailed work plan that identifies how the major tasks are to be accomplished. **Responders must submit a separate work plan for each Priority Area included in their proposal.** Experience across Priority Areas will be prioritized and reflected in Work Plan scores. Work Plans should show how each Deliverable will be met in each Priority Area. The work plan should provide sufficient information to be used as a scheduling and managing tool, as well as the basis for invoicing. *This document should NOT list cost detail. If cost detail is included in this document, the STATE may disqualify the proposal as non-responsive.* Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract. Responder should include proposed staffing for the project. Responders may use attached template Work Plan (Attachment E) or other format applicable to organization scope and expertise.
3. **Relevant Responder Experience; Bios of Lead Responder Staff:** The Responder should demonstrate the length, depth, and applicability of prior experience in providing the requested services. This component of the Proposal must include previous experiences that will demonstrate the Responder's ability to deliver the services requested in this RFP. Responder

should also provide a narrative description of the actual services for which the Responder has experience. Describe what role, if any, staff proposed for this project had in the referenced service. Include all strengths that are considered an asset to the program. Responses should demonstrate the length, depth, and applicability of all prior experience in providing the requested services.

The Responder should also demonstrate the skill and experience of proposed lead staff by submitting a one paragraph bio. Bios should summarize the lived experience, education, professional affiliations, traditional knowledge, and other relevant background of the lead staff to be assigned to this project. Priority will be given to responders who have demonstrated expertise in one or more of the Priority Areas. No change in the successful Responder's personnel assigned to this project will be permitted without the prior approval of the State Program Manager. Bios or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

4. **Sample of Work:** All Proposals submitted should include at least one example of a past report, implementation or work plan, summary of findings, or another relevant project.

All proposals may build upon or leverage existing or previous projects to meet deliverables outlined above, provided that the work is aligned with the scope and requirements of the Transforming Maternal Health (TMaH) Model. This approach is allowable and encouraged, as it demonstrates the responder's capacity to extend, adapt, or scale proven strategies in support of TMaH milestones.

3.3 Required Statements and Forms

The following forms are required statements that must be completed and included with your Proposal. Submit the completed forms, as required, in the "Required Statements and Forms" section of your Proposal. Failure to submit a Required Statement or to use the most current forms found in eDocs or attached to this RFP is at the Responder's risk and may, at the discretion of STATE, result in disqualification of the proposal for nonresponsiveness.

a. Responder Information and Declarations (Attachment A): Complete and submit the "Responder Information and Declarations" form, which includes noncollusion and lobbying provisions. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms (Attachment B): The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. Responders who object to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix C**) must note the objection(s) on the Exceptions to Sample Contract and RFP Terms and Conditions form. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

c. Accessibility and VPAT Information

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard effective September 1, 2010, as updated on July 1, 2024. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the [State of Minnesota Accessibility Standard](#).¹ (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

For both information technology deliverables/services and for commercial, off-the-shelf software (COTS), Responders should submit copies of or links to the Voluntary Product Accessibility Template (VPAT) for its product, as well as additional relevant information to aid in evaluating how Responders address accessibility. Information about the VPAT and VPAT templates can be found at the MN.IT Procurement Accessibility [website](#)², under the "Products" tab.

d. Letters of Support (Attachment F):

Responder should complete and submit 2 "Attachment F: Letters of Support" for letters of support it provides with its Proposal. Responder should submit 2 letters of support from prior clients, patients, funders, or partners. Please make sure each letter includes contact information. Examples may include clients served, patients reached, a community-based project, organization, or trusted elder, attesting to your team's cultural responsiveness, engagement skills, and demonstrated policy improvement.

Responder must complete and submit "Attachment F: Letters of Support" with its Proposal. Responder should ensure that each reference answers every question and provides all information requested on

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

² <https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp>

the reference form. Failure to meet this requirement may result in the rejection of the entire solicitation response as non-responsive.

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

4. RFP Process

4.1 Responders' Conference

A Responders' Conference will be held virtually on November 2, 2026, at 12:30 pm Central Time via Teams (link to join: <https://teams.microsoft.com/meet/224081538673482?p=eTF4fyci58jfRf7dAd>). The conference will serve as an opportunity for Responders to ask specific questions of STATE staff concerning the project. Attendance at the Responders' Conference is not mandatory but is recommended. Responders may attend via conference call (contact STATE contact for this RFP for more information about attending by conference call). Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be posted in SWIFT as an addendum to the RFP.

4.2 Responders' Questions

Responders' questions regarding this RFP must be submitted prior to 4:00 p.m. Central Time on November 6, 2026. All questions must be sent via email to: ommd.grants.dhs@state.mn.us

Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any STATE personnel not listed above could result in disqualification.** STATE will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders via an addendum to the RFP in SWIFT. Every attempt will be made to provide answers timely, within 10 days of receiving the question.

4.3 Proposal Submission

All responses to this RFP (termed an "Event" within SWIFT) must be submitted through SWIFT using the Supplier portal (<http://mn.gov/supplier>). Training and documentation on how to submit your response is available through the Supplier portal link above.

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

Interested Responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. Electronic submissions to the STATE will be accepted beginning on the SWIFT Start Date for this RFP. **Cost information must be loaded into the system as a separate document(s) from Responder's technical response.**

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

NOTE: Responders must be registered vendors in the Statewide Integrated Financial Tool (SWIFT) system in order to submit a response to this RFP. Responders can register as a vendor by going to <http://www.mmb.state.mn.us/vendorresources>. For new vendors, please note that approval of your registration may take 3 – 4 business days. If you need assistance obtaining a vendor ID or completing the registration process, please call 651-201-8100, Option 1.

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

5. Proposal Evaluation and Selection

5.1 Overview of Evaluation Methodology

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on “best value” as specified below. The evaluation will be conducted in three phases:

- a. Phase I Review Proposals for responsiveness and pass/fail requirements
- b. Phase II Evaluation of Proposal requirements
- c. Phase III Selection of the successful Responder(s)

2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

5.2 Evaluation Team

1. An evaluation team will be selected to evaluate Responder Proposals.

2. STATE and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial review of Proposals for responsiveness and pass/fail requirements, contacting of references, or answering technical questions from evaluators.
3. STATE reserves the right to alter the composition of the evaluation team and their specific responsibilities.

5.3 Evaluation Phases

It is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I: Responsiveness and pass/fail requirements

The purpose of this phase is to determine if each Proposal complies with mandatory requirements. The STATE will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The STATE will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.

2. Phase II: Evaluation of Technical Requirements of Proposals

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighing on which responses will be evaluated are:

1. Organization Overview	150 points
2. Proposed Work Plan*	200 points
3. Relevant Responder Experience; Bios	200 points
4. Sample of Work	75 points
5. Letters of Support	75 points
6. Cost Detail	<u>300 points</u>
	1000 points

- b. *Each Priority Area Work Plan would be evaluated separately. It will then be added to the other factors to get a separate total for each Priority Area. This facilitates selection of proposals with strong work plans in each Priority Area.
- c. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.

3. Phase III: Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will use the Responders' final scores in making its recommendations of the successful Responder(s).
- c. STATE may request a clarification concerning the Proposal(s) from one or more Responders. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes.
- d. STATE may request an informational interview with one or more Responders. STATE may use responses in this interview for evaluation purposes.
- e. The STATE reserves the right to conduct a Best and Final Offer. The total scores for those Responders selected to submit additional information under the Best and Final Offer process may be revised as a result of the new information.
- f. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be notified of selection approximately 30 days after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

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

If a Responder(s) is selected, STATE will notify the successful Responder(s) in writing of their selection and STATE's desire to enter into contract negotiations. Until STATE successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by STATE. Data created or maintained by the STATE as part of the evaluation process will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations. After STATE and chosen Responder(s) have successfully negotiated a contract, STATE will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

6. Required contract Terms and Conditions

All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the contract. **The requirements are set forth throughout this RFP and in the sample contract attached as Appendix C. The attached sample contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

7. Solicitation Terms

A. Competition in Responding

The STATE desires open and fair competition. Questions from Responders regarding any of the requirements of the RFP must be submitted in writing to the RFP Administrator as described in section 4.2 of this RFP. If changes are made to the RFP, the STATE will issue an addendum.

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

B. Addenda to the RFP

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

C. Data Security - Foreign Outsourcing of Work is Prohibited

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

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

E. Joint Ventures

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

F. Withdrawing Response

A Responder may withdraw its response prior to the due date and time of the RFP. For solicitations in the SWIFT Supplier Portal, a Responder may withdraw its response from the SWIFT Supplier Portal. For

solicitations done any other way, a Responder may withdraw its response by notifying the RFP Administrator in writing of the desire to withdraw.

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

G. Rights Reserved

The STATE reserves the right to:

- Reject any and all responses received.
- Cancel the RFP at any time and for any reason with no cost or penalty to STATE.
- Not be liable for any errors in the RFP or other responses related to the RFP.
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- Negotiate with the highest scoring Responder(s);
- Terminate negotiations and select the next response providing the best value for the STATE;
- Consider documented past performance resulting from a STATE contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a Best and Final Offer from one or more Responders;
- Request additional information; and
- Use estimated usage or scenarios, modify scenarios and request or add additional scenarios for the purpose of conducting pricing evaluations.

H. Samples and Demonstrations

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

I. Responses are Nonpublic during Evaluation Process

All materials submitted in response to this RFP will become property of the STATE. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private

or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the STATE having completed negotiating a contract with the selected Responder. The STATE will notify all Responders in writing of the evaluation results.

J. Trade Secret Information

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

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

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

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

K. Conditions of Offer

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

L. Award

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

M. Requirements Prior to Contract Execution

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

N. Geographical Location of Work

All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement of

1996³. This includes all storage and processing of information and work performed by subcontractors at all tiers.

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

³ The World Trade Organization Government Procurement Agreement of 1996 (WTO-GPA), signed by the United States and 27 other countries, is designed to open up as much business as possible to international competition. To that end, the member nations have agreed that they and their sub-central governments (states, provinces, prefectures, departments) will not discriminate against foreign products or suppliers of services when those products or services exceed an agreed upon threshold amount, which is currently \$558,000. In the case of this RFP, a contract would have to exceed the threshold amount (\$558,000) in order to be subject to the WTO-GPA requirement.

APPENDIX A: TMAH MILESTONE PILLARS AND REQUIRED ACTIVITIES

Pillar 1 - Access, Infrastructure, Workforce
(1) Increase access to the midwifery workforce
(1A) Completed an assessment of midwifery workforce capacity in the state and options for covering
(1B) Assessed and created a billing pathway for interprofessional consultations between midwives and
(1C) Completed payment analysis that compares the reimbursement rate for midwives as a proportion of
(2) Increase access to birth centers
(2A) Completed a payment analysis that compares the facility fee rate for birth centers as a proportion of
(2B) Created a plan for providing information to beneficiaries on birth centers, if licensed, accredited, and
(2C) Completed an implementation plan for establishing more sustainable reimbursement rates for birth
(3) Cover doula services
(3a) Assess doula services capacity
(3B) Completed workplan for initial payment analysis.
(3C) Completed a payment analysis that compares the reimbursement rate for Doula Services as a
(3D) Submitted, or has a timeline and process in place, for submitting and implementing a State Plan
(3E) Convened a State Doula Support Council, if such council is newly established.
(4) Improve data infrastructure
(4A) Established a timeline and plan for linking Medicaid data and vital records, if the data have not yet
(4B) Recipient has completed data needs assessment and draft work plan with Partner Providers and
(4C) Recipient has completed data needs assessment and draft work plan to identify Model beneficiaries
(5) Develop payment model
(5A) Disseminate a portion of their Cooperative Agreement funding to Partner Providers and Partner
(5B) With policy and analytic guidance, created a plan, process and timeline for implementing the MY4
(5C) Using the appropriate Medicaid authority to implement the payment model.
(5D) Listed personnel necessary to implement the payment model, including description of roles and
(5E) Stakeholder engagement plan for ongoing conversations with providers and MCP, where applicable.
(5F) Quarterly meeting cadence established with CMS staff and contractors.
(5G) Draft payment model implementation workplan submitted to CMS.
(5H) Final payment model implementation workplan submitted to CMS, including MCP engagement plan,
(5I) Establish payment model benchmarks in partnership with CMS, including cost and quality thresholds.
Optional Pillar 1
(11) Cover certified midwives and certified professional midwives
(12) Cover perinatal CHWs
(13) Create regional partnerships in rural areas
(14) Extend Medicaid eligibility to 12 months postpartum

Pillar 2 - Quality Improvement and Safety
(6) Support implementation of AIM patient safety bundles
(6A) Established partnership (regularly participate in meetings, share information and
(6B) Designed implementation plan to build capacity for participating in AIM patient
(6C) Developed data collection and monitoring plan to support state safety bundle
(6D) Work with AIM and PQC convenors to expand database to systematically collect
(7) Support Birthing Friendly hospital designation
(7A) Completed analysis of hospitals and Critical Access Hospitals with birthing facilities to
(7B) Attest that the "Birthing Friendly" hospital designation is displayed in provider
Optional Pillar 2
(15) Promote shared decision-making
(16) Expand group perinatal care

Pillar 3 - Whole-Person Care Delivery
(8) Increase risk assessments screenings, referrals and follow-up for
(8A) Identification and selection of behavioral health (BH), substance use disorder
(8B) Plan to implement BH, SUD, and tobacco use social risk assessments for risk
(8C) Drafted a process/journey map of existing screening and referral processes for
(8D) Identified workflows and data collection processes for BH, SUD, and tobacco
(8E) Selected specific BH, SUD, and tobacco use screening tools.
(8F) Identified areas of BH, SUD, and tobacco use improvement through completed
(8G) Drafted implementation plan to address identified gaps in BH, SUD, and
(8H) Trained hospital and provider staff, as appropriate, on selected BH, SUD, and
(8I) Established specific follow-up protocol for positive BH, SUD, and tobacco use
(8J) Identification and selection of health-related social needs (HRSN) risk
(8K) Plan to implement HRSN risk assessments for risk appropriate care.
(8L) Drafted implementation plan to address HRSN identified gaps.
(8M) Identified workflows and data collection processes for HRSN quality measures.
(8N) Selected HRSN specific screening tools.
(8O) Established bi-directional referral pathways such that providers can connect
(8P) Trained staff on specific HRSN screening tools.
(8Q) Established specific follow up protocols to address HRSN identified needs.
(9) Increase home monitoring for diabetes and hypertension
(9A) Determined whether a SPA or waiver is needed for Medicaid coverage of
(9B) Created a draft partnership plan between the Recipient and public health
(9C) Completed draft SPA/waiver documents, as needed, and submitted for
(9D) Met with partners, such as the state public health department, MCP and/or
(9E) Drafted a plan (including information on Medicaid coverage and
(10A) HEP completed and approved by CMS. At a minimum, the HEP should answer
(10B) Submitted a plan to CMS to comply with NEMT requirements, if needed.
(10C) Submitted a plan to CMS to comply with translation requirements, if needed.
(10D) Established a process for measuring and tracking stratified outcomes in state
Optional Pillar 3
(17) Increase use of home visits, mobile health, and telehealth
(18) Expand oral health care

APPENDIX B: CMS STANDARD AND TMAH PROGRAM TERMS AND CONDITIONS



APPENDIX B CMS
STANDARD GRANT C

APPENDIX C: SAMPLE STATE PROFESSIONAL TECHNICAL CONTRACT

Minnesota Department of Human Services Professional Technical Contract (SAMPLE)

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

RECITALS

Under Minnesota Statutes, sections 15.061 and 256.01, subdivision 2(a)(6) and Section 1115A of the Social Security Act (the Act), as added by Section 3021 of the Patient Protection and Affordable Care Act, the STATE has authority to enter into contracts to provide services and engage in activities as necessary to carry out its mission.

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

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

The parties agree as follows:

CONTRACT:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [Click here to enter date](#), or the date that STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. CONTRACTOR may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

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

1.3. No performance before notification by STATE. CONTRACTOR may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have

been obtained per Minn. Stat. § 16C.05, subd. 2, and CONTRACTOR is notified to begin work by STATE's Authorized Representative.

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

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

2. CONTRACTOR'S DUTIES.

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

2.2. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota State Accessibility Standard \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/),⁴ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

⁴ <https://mn.gov/mnit/about-mnit/accessibility/>

- a. Compensation. CONTRACTOR will be paid in accordance with **Attachment D, Cost Proposal**, which is attached and incorporated into this CONTRACT.
- b. **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract in an amount not to exceed _____ dollars (\$_____.00); provided, that CONTRACTOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current [Commissioner's Plan, Chapter 15](#),⁵ set by the Commissioner of Minnesota Management and Budget and incorporated by reference. CONTRACTOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation. The total obligation of STATE for all compensation and reimbursements to CONTRACTOR shall not exceed **Click here to enter amount in words** dollars (\$**Click here to enter number amount**).
- d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Payment.

- a. Invoices. Payments shall be made by STATE promptly after CONTRACTOR submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to clause 5.1. Invoices shall be submitted in a form prescribed by STATE, if applicable. If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format. Invoices will be submitted timely according to the following schedule: Monthly. If STATE does not prescribe a form, CONTRACTOR may submit invoices in a mutually agreed invoice format.
- b. **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than ninety (90%) percent of the compensation due under this CONTRACT may be paid until the final product(s) of the CONTRACT has been reviewed by the STATE and it has been determined that the CONTRACTOR has satisfactorily fulfilled all the terms of the contract. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below:

⁵ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- ☒ **[OPTION A:]** Ten percent (10%) of the total amount of each invoice submitted by CONTRACTOR for payment. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- ☐ **[OPTION B:]** Withholding payment on invoices at the beginning of the contract until the withheld amount equals ten percent (10%) of the total obligation amount. Once the withheld payments equal ten percent (10%) of the total obligation amount, future invoices related to this contract will be paid in full after the STATE'S Authorized Representative approves the work associated with each invoice. The retained balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- ☐ **[OPTION C:]** Withholding payments at the end of the contract that equal ten percent (10%) of the total obligation amount. Invoice amounts presented that equate to ninety percent (90%) of the total obligation amount will be paid in full. Invoice amounts presented that equate to the remaining ten percent (10%) will be withheld and paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

- c. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Any changes to the federal funds must be communicated to the CONTRACTOR with an amendment, such as additional funds from the same federal award or additional funds from a different federal award.

Pass-through requirements. CONTRACTOR acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, CONTRACTOR may be subject to certain compliance obligations. CONTRACTOR can view these obligations in the [Health and Human Services Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf),⁶ in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this CONTRACT, STATE and CONTRACTOR agree to comply with all pass-through requirements, including each party's auditing requirements as

⁶ <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>

stated in [2 C.F.R. § 200.332 \(Requirements for pass-through entities\)](#)⁷ and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).⁸

1. *CONTRACTOR (subrecipient) Name:* Click here to enter name (Must match the name associated with the Unique Entity Identifier.)
2. *CONTRACTOR Unique entity identifier (UEI).* CONTRACTOR's UEI is Click here to enter number. Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match CONTRACTOR's name.
3. *Federal Award Identification Number (FAIN):* Click here to enter number
4. *Federal Award Date:* Click here to enter date (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (Subaward) Period of Performance:* Start date: **See Section 1.1 above.** End date: **See Section 1.2 above.**
6. *CONTRACT (Subaward) Budget Period Start and End Date:* Click here to enter date.
7. *Amount of federal funds obligated to CONTRACTOR (subrecipient) in this CONTRACT:* \$Click here to enter amount
8. *Total Amount of federal funds obligated to CONTRACTOR (subrecipient) by STATE, including the current CONTRACT:* \$Click here to enter amount
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn:* \$Click here to enter amount
10. *Federal Award Project description:* Click here to enter text
11. *Name:*
 - a. Federal Awarding Agency: Click here to enter text
 - b. Pass through entity: MN Dept. of Human Services (DHS)
 - c. Name and Contact information of DHS's awarding official: Click here to enter name and contact information of authorized representative

⁷ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332>

⁸ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRd0932e473d10ba?toc=1>

12. *Assistance Listings Number & Name:* (formerly known as CFDA No.) [Click here to enter number](#), [Click here to enter title](#), [Click here to enter total amount made available at time of disbursement](#)
13. *Is this federal award related to research and development?:* ☐ Yes ☐ No
14. *Indirect Cost Rate for this federal award is:* [Click here to enter rate](#) including if the *de minimis* rate is charged.

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

4. CONDITIONS OF PAYMENT.

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

5. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

5.1. STATE. STATE's authorized representative for the purposes of administration of this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). This representative shall have final authority for acceptance of CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.a.

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

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

6. CANCELLATION.

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

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to CONTRACTOR. STATE is not obligated to pay for any services that are provided after the effective date of termination. CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of STATE's receiving that notice.

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

7. INDEMNIFICATION.

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

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

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

8. INFORMATION PRIVACY AND SECURITY.

1. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
2. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, CONTRACTOR will be responsible for its own compliance.
3. Notwithstanding paragraph a. and b., in its capacity as CONTRACTOR under this CONTRACT, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat., ch. 13, by either CONTRACTOR or STATE.
4. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
5. If CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this CONTRACT, CONTRACTOR must immediately notify and consult with STATE's Authorized Representative as to how CONTRACTOR should respond to the request.
6. Under this CONTRACT, CONTRACTOR is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this CONTRACT.
7. 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.

8. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this CONTRACT.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. Definitions.

- a. “Documents” are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by CONTRACTOR, its employees, agents, or subcontractors, in the performance of this CONTRACT.
- b. “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this CONTRACT, and any derivatives of that intellectual property.
- c. “Works” means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.”

9.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by CONTRACTOR upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” CONTRACTOR must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’s ownership interest in the Works and Documents. If using STATE data, CONTRACTOR must cite the data, or make clear by referencing that STATE is the source.

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

9.4 Responsibilities.

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

10. INSURANCE REQUIREMENTS.

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

10.1. Workers' Compensation. The CONTRACTOR certifies that it is in compliance with Minn. Stat.

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

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

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

10.2. General Commercial Liability Insurance. CONTRACTOR agrees that it will at all times during the term of the contract keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by CONTRACTOR under the CONTRACT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

10.3. Commercial Automobile Liability Insurance. CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos, which may arise from operations under this CONTRACT. In the case that any work is subcontracted, CONTRACTOR will require the subcontractor to maintain Commercial Automobile Liability Insurance that conforms to this section. Minimum insurance limits are as follows:

- \$2,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage.
- In addition, Owned, Hired, and Non-owned Automobile coverage should be included.

10.4. Professional Liability Insurance.

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

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

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

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

10.5. Additional Insurance Conditions:

- a. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of CONTRACTOR's performance under this Contract.
- b. If CONTRACTOR receives a cancellation notice from an insurance carrier providing coverage, CONTRACTOR agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. CONTRACTOR is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. If CONTRACTOR is self-insured, a Certificate of Self-insurance must be provided to STATE.
- e. STATE shall be named as a certificate holder on applicable policies.
- f. CONTRACTOR's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- g. CONTRACTOR's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better and be authorized to do business in the State of Minnesota

or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

- h.** An Umbrella or Excess Liability insurance policy may be used to supplement CONTRACTOR's policy limits to satisfy the full policy limits required by CONTRACT.

11. HUMAN RIGHTS COMPLIANCE.

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

11.2. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3. Minn. R. parts 5000.3400-5000.3600.

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

- b. Disabled Workers.** CONTRACTOR must comply with the following affirmative action requirements for disabled workers:

1. CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in

employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

5. CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

c. Consequences. The consequences for CONTRACTOR's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

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

11.4. Equal pay certificate.

- a.** Scope. Pursuant to Minn. Stat. § 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.
- b.** Commissioner's right to waive requirement. This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes,

Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

- c. Consequences. If CONTRACTOR fails to obtain an equal pay certificate as required by Minn. Stat. § 363A.44, or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked CONTRACTOR's equal pay certificate.
- d. Certification. CONTRACTOR certifies that it has a current equal pay certificate approved by MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. CONTRACTOR certifies it is aware of the consequences for noncompliance.

12. AUDIT REQUIREMENTS AND CONTRACTOR DEBARMENT INFORMATION.

12.1. State audits.

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of CONTRACTOR and its employees, agents, or subcontractors relevant to this CONTRACT are subject to examination by STATE and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six years from the CONTRACT end date.

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

12.3. Federal audit requirements. CONTRACTOR certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, CONTRACTOR acknowledges that CONTRACTOR and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

CONTRACTOR certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. CONTRACTOR's certification is a material representation upon which the CONTRACT award was based. CONTRACTOR shall provide immediate

written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

13. CONTRACTOR DATA DISCLOSURE.

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

14. PUBLICITY.

14.1 General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT.

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

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding clause 17.2, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. CONTRACTOR will be informed of errors that have been fixed pursuant to this paragraph.

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

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

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

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

17.3. Severability. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 17.2.

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

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

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

19. E-VERIFY CERTIFICATION.

In accordance with Minn. Stat. § 16C.075, For services valued in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify Subcontractor Certification Form](#).⁹ All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

20. CERTIFICATION OF NONDISCRIMINATION.

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

21. SUBCONTRACTOR DIVERSE SPEND REPORTING.

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

22. LEGAL COMPLIANCE.

22.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its

⁹ <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>

sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

22.2 Nondiscrimination. Pursuant to Minn. Stat. § 181.59 and other applicable law and policy, CONTRACTOR will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. CONTRACTOR must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, CONTRACTOR's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any CONTRACTOR program or activity.

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

23. CONTINGENCY FEES PROHIBITED.

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

24. CRIMINAL BACKGROUND CHECK REQUIRED.

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

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

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

By: _____

Date: _____

Contract No: _____

2. CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

4. STATE AGENCY (if over \$100,000)

By: _____

Title: _____

Date: _____

4. Department of Administration

By: _____

Date: _____

Admin ID _____

Distribution (One fully executed original contract each):

Dept. of Administration

Contracts and Legal Compliance Division

Agency

Contractor

APPENDIX D: SAMPLE COST PROPOSAL

Instructions

The Responder must use the template below to provide an itemized budget for the costs associated with the proposed work plan for completing the tasks and deliverables in this RFP.

If the Responder's budget includes any contractual costs, the Responder must provide an *additional* itemized budget for *each* contractual cost, consultant, and/or any subrecipients of funds under this contract. The Responder must also provide a narrative explanation for *each* contractual cost, consultant, and/or any subrecipients.

Itemized Budget

Responder Name: [name of responder]

Budget Category	Justification/Calculation	Amount
Personnel	[Position, % FTE x \$ Salary x # of months = \$\$\$]	[Total \$\$\$ for all Personnel]
Fringe Benefit	[\$\$\$ of all benefits for personnel paid by contractor, either broken down by benefit or calculated as % of salaries]	[Total \$\$\$ for all Fringe Benefits]
Travel (in alignment with Federal GSA rates)	MUST NOT EXCEED FEDERAL GENERAL SERVICES ADMINISTRATION RATES for travel, per diem, and lodging [mileage: name and # of meetings/events with location x distance in miles x rate per mile = \$\$\$ per staff per event]	[Total \$\$\$ for all travel costs]

	[lodging: # of nights and location x cost per night = \$\$\$ per staff per event] [per diem: location, # meals x rate = \$\$\$]	
Equipment	[name and \$ cost of each piece equipment = \$\$\$]	[Total \$\$\$ for all Equipment]
Supplies	[name and \$ cost of all supplies, including any rates/calculations = \$\$\$]	[Total \$\$\$ for all Supplies]
Contractual	[Name all contractors] Complete an <i>additional</i> itemized budget table for <i>each</i> contractual cost, consultant, and/or subrecipient	[Total \$\$\$ for all Contractual costs]
Other	[breakdown for anything that does not fit the above categories with rates/calculation to support cost]	[Total \$\$\$ for all Other costs]
Total Direct Costs		[Total \$\$\$ for all costs in the column above]
Indirect Cost (provide explanation if other than 15% de minimis rate)	[% - with reference to NICRA or other justification attached if over 15%]	[Total direct cost \$ x Indirect Cost %]
TOTAL		[TOTAL \$\$\$ amount requested for contract = sum of all costs in column above]

If budget includes any contractual costs, complete an *additional* itemized budget table for *each* contractual cost, consultant, and/or subrecipient.

Contractor/Consultant/Subrecipient Name (if applicable): [name of contractor/consultant/subrecipient]

Budget Category	Justification/Calculation	Amount
Personnel	[Position, % FTE x \$ Salary x # of months = \$\$\$]	[Total \$\$\$ for all Personnel]
Fringe Benefit	[\$\$\$ of all benefits for personnel paid by contractor, either broken down by benefit or calculated as % of salaries]	[Total \$\$\$ for all Fringe Benefits]
Travel (reflective of federal General Services Administration rates)	MUST NOT EXCEED GSA RATES for travel, per diem, and lodging [mileage: name and # of meetings/events with location x distance in miles x rate per mile = \$\$\$ per staff per event] [lodging: # of nights and location x cost per night = \$\$\$ per staff per event] [per diem: location, # meals x rate = \$\$\$]	[Total \$\$\$ for all travel costs]
Equipment	[name and \$ cost of each piece equipment = \$\$\$]	[Total \$\$\$ for all Equipment]
Supplies	[name and \$ cost of all supplies, including any rates/calculations = \$\$\$]	[Total \$\$\$ for all Supplies]

Contractual	[Name all contractors] Complete an <i>additional</i> itemized budget table for <i>each</i> contractual cost, consultant, and/or subrecipient	[Total \$\$\$ for all Contractual costs]
Other	[breakdown for anything that does not fit the above categories with rates/calculation to support cost]	[Total \$\$\$ for all Other costs]
Total Direct Costs		[Total \$\$\$ for all costs in the column above]
Indirect Cost (provide explanation if other than 15% de minimis rate)	[% - with reference to NICRA or other justification attached if over 15%]	[Total direct cost \$ x Indirect Cost %]
TOTAL		[TOTAL \$\$\$ amount requested for contract = sum of all costs in column above]

Include additional itemized budgets for each contractor/consultant/subrecipient

Narrative Explanation (if applicable)

If budget includes any contractual costs, answer the below questions for *each* contractual cost, consultant, and/or subrecipient.

Contractor/Consultant/Subrecipient Name: [name of contractor/consultant/subrecipient]

- 1. Selection Process.** *Why is this contractor/consultant/subrecipient selected? Describe how these contractual costs relate to accomplishing the RFP tasks and deliverables.*

[written response to the above the above questions, referencing specific tasks and deliverables]

- 2. Period of Performance:** *How long is the contractor/consultant/subrecipient period of performance? Specify the beginning and ending dates.*

[Month, Day, Year - Month, Day, Year]

- 3. Scope of Work:** *What will the contractor/consultant/subrecipient do? Describe in outcome terms, the specific services/tasks to be performed as related to the accomplishment of RFP tasks and deliverables*

[written response to the above the above questions, referencing specific tasks and deliverables]

- 4. Method of Accountability:** *How will respondent monitor the contractor/consultant/subrecipient? Describe how their progress and performance will be monitored during and on close of the period of performance. Identify who will be monitoring.*

[written response to the above the above questions]

Include additional narrative explanations for each contractor/consultant/subrecipient

ATTACHMENT A: RESPONDER INFORMATION AND DECLARATIONS

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

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

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

- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: EXCEPTIONS TO TERMS AND CONDITIONS

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

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

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

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: WORKFORCE DECLARATION PAGE



Workforce and Equal
Pay Declaration Page.

ATTACHMENT D: COST PROPOSAL

Responders must submit Attachment D “Cost Detail” form as their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, indirect costs, equipment, supplies, and other charges.

Identify the level of the State’s participation in the contract and details of cost allowances for this participation. The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

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

Instructions

The Responder must use the template below to provide an itemized budget for the costs associated with the proposed work plan for completing the tasks and deliverables in this RFP.

If the Responder’s budget includes any contractual costs, the Responder must provide an *additional* itemized budget for *each* contractual cost, consultant, and/or any subrecipients of funds under this contract. The Responder must also provide a narrative explanation for *each* contractual cost, consultant, and/or any subrecipients.

Itemized Budget

Use the table below to provide an individual itemized budget that breaks out costs into the below budget categories and includes a justification/calculation for costs in each category.

Responder Name:

Budget Category	Justification/Calculation	Amount
Personnel		
Fringe Benefit		
Travel (reflective of federal General Services Administration rates)		

Equipment		
Supplies		
Contractual		
Other		
Total Direct Costs		
Indirect Cost (provide explanation if other than 15% de minimis rate)		
TOTAL		

If budget includes any contractual costs, complete an *additional* itemized budget table for *each* contractual cost, consultant, and/or subrecipient.

Contractor/Consultant/Subrecipient Name (if applicable):

Budget Category	Justification/Calculation	Amount
Personnel		
Fringe Benefit		
Travel		
Equipment		
Supplies		
Contractual		
Other		
Total Direct Costs		
Indirect Cost (provide explanation if other than 15% de minimis rate)		
TOTAL		

Narrative Explanation (if applicable)

If budget includes any contractual costs, answer the below questions for *each* contractual cost, consultant, and/or subrecipient.

Contractor/Consultant/Subrecipient Name:

5. **Selection Process.** *Why is this contractor/consultant/subrecipient selected? Describe how these contractual costs relate to accomplishing the RFP tasks and deliverables.*

6. **Period of Performance:** *How long is the contractor/consultant/subrecipient period of performance? Specify the beginning and ending dates.*

7. **Scope of Work:** *What will the contractor/consultant/subrecipient do? Describe in outcome terms, the specific services/tasks to be performed as related to the accomplishment of RFP tasks and deliverables*

8. **Method of Accountability:** *How will respondent monitor the contractor/consultant/subrecipient? Describe how their progress and performance will be monitored during and on close of the period of performance. Identify who will be monitoring.*

TOTAL COST: \$ _____

ATTACHMENT E: WORK PLAN TEMPLATE

Priority Area: (Refer to RFP Section 2.1 Overview)

TMAH Pillar/Activity (Refer to APPENDIX A: TMAH MILESTONE PILLARS AND REQUIRED ACTIVITIES)	Activity	Action	Deliverables	Responsible Team Members	Timeline of Completion Calendar year January 1, 2027 - December 31, 2027)			
					Q1	Q2	Q3	Q4
EXAMPLE: 2B Created a plan for providing information to beneficiaries on birth centers	Launch education campaign	1. Host 2 rounds of focus groups 2. Test messages 3. Create materials 4. Share materials on relevant communication channels	1. Focus group results 2. Storyboards 3. Final messaging package and communication plan	Name/title as available or To be hired		X		X

Note: Example above may not be relevant to the proposed scope of work.

