

# **GRANT REQUEST FOR PROPOSAL**

**Issued By**

**Minnesota Board of Pharmacy**

**Project Title:**

**Integration of Access to the MN Prescription  
Monitoring Program Data into the Clinical Workflow  
via the Electronic Medical Record or Pharmacy  
Operations Software**

**Issue Date: March 29, 2017**

## **I. Introduction**

### **a. Purpose of Request**

The Minnesota Board of Pharmacy (STATE), through its Prescription Monitoring Program (PMP), is seeking Proposals from qualified MN health care entities, MN licensed pharmacies and State Certified Health Information Exchange Service Providers – Health Information Organization (HIE-HIO) to integrate access to MN Prescription Monitoring Program (MN PMP) data into the electronic clinical workflow using an electronic medical record (EMR) or pharmacy operations software. Successful Responders will receive funds to assist in implementing this effort.

### **b. Objective of this RFP**

The objective of this RFP is to provide grant funding for eligible applicants to accelerate integration efforts for prescribers and/or pharmacists within their organization to provide immediate and convenient access to PMP data, thereby increasing use of the PMP database and improving patient care. The grant period is anticipated to be for 14 months from July 1, 2017 through August 31, 2018.

Proposals must be submitted by 4:00 p.m. Central Time on 5/10/17. 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.

### **c. Eligible Applicants**

Eligible applicants for this grant must be qualified MN health care facilities, MN licensed pharmacies or HIE-HIO, who will

- Be utilizing the approved translation service “pass-through” to gain access to data in the MN PMP RxSentry data; and/or
- Be passing the prescriber/pharmacist MN PMP login credentials electronically prior to requesting data from the database; or
- Develop an alternative solution based on technical capabilities of the MN PMP RxSentry application and database.

### **d. Available funding**

The total amount of funding available is \$200,000 and is supported in whole by Federal grant funding. The total number of grant awards and grant amounts are subject to demonstrated grantee eligibility, selection criteria and weight. Applicants are encouraged to apply for only the amount needed for their proposed project.

### **e. Background**

The Minnesota Legislature passed a law in 2007 requiring the State to establish a Prescription Monitoring Program, which as of 2014, collects schedules II-V controlled substance prescriptions dispensed in or into MN. The PMP is an essential tool for addressing the problem of prescription drug diversion, abuse and misuse. This electronic monitoring system receives data from more than 1900 MN licensed pharmacies and stores the data in a secure central database maintained by a contracted vendor. MN Statutes 152.126, Subd. 6, defines the data contained in the PMP database as private data on individuals and not subject to public disclosure. Direct access to the patient specific data is

available to authorized prescribers and pharmacists who have been granted access to the MN RxSentry PMP system.

In 2016, STATE was awarded a grant from the U.S. Department of Justice, Bureau of Justice Assistance, to enhance and strengthen the MN PMP. This grant, referred to as the “Harold Rogers PDMP Grant”, is being used to enhance several features within the Board’s current PMP RxSentry system, outreach and education efforts and integration efforts.

For more information on the MN PMP visit <http://pmp.pharmacy.state.mn.us/index.html>

## **II. Scope of Work**

### **a. Overview**

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

Grant funds will be used to support eligible applicant’s efforts to implement or support the integration project. For this RFP, integration refers to:

1. The applicant’s Electronic Medical Record system (EMR) or pharmacy operations system sending an electronic request for MN PMP data utilizing the approved “pass-through” and displaying the response in a manner which is useful to the intended data recipient. The current approved “pass-through” is the PMP InterConnect, which is administered by the National Association of Boards of Pharmacy (NABP). NABP may not permit direct connection to the PMP InterConnect, and may require use of an established and/or NABP approved “translation service”. Nationally PMPs have been developed using the justice system IT platform and not on a health system IT platform, therefore a translation service such as PMP Gateway offered by APPRISS, is necessary.
2. Integration, as it applies to this grant, could also be developed in a manner which passes PMP user login credentials, at minimum, to the MN PMP RxSentry system. It must not require prescribers and/or pharmacists to manually enter their own PMP log in credentials prior to making data requests.
3. Integration as it applies to this grant may also be in a manner not described above but will meet the intent of the grant offering.

Under no circumstances is the data from the MN PMP database to be downloaded or printed to hardcopy or retained within the EMR, pharmacy operations system, HIE-HIO or their associated databases.

It is expected that the project supported by these funds will participate in a pilot period lasting for a minimum of 2 months after integration is completed and before the end of the grant period. Information from the pilot period will be used to inform others with similar interest in the value of integration.

**b. Tasks/Deliverables**

- i. Participate in a Project kickoff meeting with MN PMP staff.
- ii. Integrate access to the MN PMP data within an electronic medical record system or pharmacy operations system:
  - 1. Using the approved pass-through agent. Prescribers of controlled substances and/or pharmacists dispensing controlled substances must be able to access the data without additional login ids and passwords, which are currently necessary when accessing the MN PMP RxSentry database;
  - 2. By electronically passing the PMP account holders log in credentials, at minimum, prior to making data requests; or
  - 3. By any other method as determined to meet the intent of integration for seamless access to MN PMP data.
- iii. Safeguarding access to data including training for prescribers/pharmacists in the appropriate access and use of the PMP data.
- iv. Submit monthly progress reports to the STATE. The report format and content will be determined by the STATE.
- v. Participate in a 2-month pilot, providing data requested by STATE, including but not limited to, identification of prescribers and/or pharmacists who have accessed the MN PMP data via the EMR or pharmacy operations system.
- vi. Participate in a project closeout meeting with PMP staff and provide a project closeout report. The report format and content will be determined by the State.

**III. Selection Criteria and Weight**

Each application will be reviewed on a 100-point scale. The factors and weight on which applications will be judged are:

	<b>Total Possible Points</b>
Project Description	60
Project Work Plan	20
Budget and Detailed Budget Breakdown	20
<b>Total:</b>	<b>100</b>

Greater weight may be given to proposals that will impact a large number of potential prescriber/pharmacist PMP system users and/or Minnesota patients in rural areas.

An evaluation team made up of representatives from the MN Prescription Monitoring Program Advisory Task Force, Minnesota Department of Health and Minnesota IT Services (the State of Minnesota’s central IT organization) will evaluate responder proposals. This team will also include staff from the MN Board of Pharmacy, Prescription Monitoring Program. The team will recommend selections to the Executive Director of the Board of Pharmacy who may take into account other relevant factors in making final awards.

#### IV. Questions

All questions regarding this RFP must be submitted by email to:  
Barbara A Carter  
Program Manager  
MN Board of Pharmacy  
2829 University Ave SE, Suite 530  
Minneapolis, MN 55414  
Email: [Barbara.a.carter@state.mn.us](mailto:Barbara.a.carter@state.mn.us)

**Please submit questions, via email, no later than 4:30 p.m. Central Time, on 4/26/17.**

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. The State will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and posted on the MN Board of Pharmacy website. Answers will be posted within 5 business days upon receipt.

#### V. Application Content

You must submit the following in order for application to be considered complete:

- Exhibit A- Application Cover Sheet
- Exhibit B- Project Description (no more than 6 pages in length)
- Exhibit C- Budget and Work Plan
- Exhibit D- Affidavit of Non-Collusion
- A current internal financial statement, an IRS Form 990, or a certified financial audit, if applicable, per Office of Grants Management Policy 08-06

Do not submit any other materials (binders, photos, etc.). Unrequested material will not be reviewed.

#### VI. Application Submission:

**All applications must be received no later than 4:00 p.m. Central Time, on 5/10/17.** Late applications will not be considered. All costs incurred in responding to this RFP will be incurred by the applicant.

Applications may be submitted by email to:  
Barbara A Carter  
Program Manager  
MN Board of Pharmacy  
2829 University Ave SE, Suite 530  
Minneapolis, MN 55414  
Email: [Barbara.A.Carter@state.mn.us](mailto:Barbara.A.Carter@state.mn.us)  
Fax: 612-617-2261

## **VII. Review Process and Timeline**

All eligible and complete applications received by the deadline will be evaluated by a grant review committee. Committee recommendations will be reviewed by the Executive Director of the Board of Pharmacy, who is responsible for award decisions. The award decisions of the Executive Director of the Board of Pharmacy are final and not subject to appeal.

RFP posted on the Department of Administration and Board of Pharmacy web site 3/29/2017

Questions due no later than 4:30 pm Central Time 4/26/2017

Applications due no later than 4:30 pm Central Time 5/10/2017

Committee begins review of applications approximately 5/17/2017

Committee recommendations submitted to Executive Director for review by 6/5/2017

Selected grantees announced; grant agreement negotiations begin 6/12/2017

### **Conflicts of Interest**

We will take steps to prevent individual and organizational conflicts of interest for grant applicants and grant reviewers per Minn.Stat. §16B.98 and Office of Grants Management Policy 08-01.

Organizational conflicts of interest occur when:

- A grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- A grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is suspected, disclosed or discovered, the applicants or grantees will be notified and actions may be pursued, including but not limited to, disqualification from eligibility for the grant award or termination of the grant agreement

### **Public Data**

Per Minn.Stat. § 13.599

- Names and addresses of grant applicants will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in §13.37) will be public data after the evaluation process is completed (for the purposes of this grant, when all grant agreements have been fully executed).
- All data created or maintained by the Department as part of the evaluation process (except trade secret data as defined and classified in § 13.37) will be public data after the evaluation process is completed (for the purposes of this grant, when all grant agreements have been fully executed).

### **Grant Provisions**

Below is an overview of key requirements, terms, and conditions of this funding opportunity. The general grant agreement template is available for review (Appendix A) or at

<http://www.mn.gov/admin/government/grants/policies-statutes-forms/index.jsp>.

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-

grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Board of Pharmacy is required to obtain and report by the grantee's Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). The responder must have a DUNS number before their response is submitted.

### **Grant Payments**

Per Office of Grants Management Policy 08-08, reimbursement is the preferred method for making grant payments. Grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports, unless the state agency has given the grantee a written extension.

### **Grant Monitoring**

Per Minnesota Statutes §16B.97 and Office of Grants Management Policy 08-10, it is the policy of the State of Minnesota to conduct at least one monitoring visit per grant period on all state grants of over \$50,000 and to conduct at least annual monitoring visits on grants of over \$250,000. State agencies must also conduct a financial reconciliation of grantee's expenditures at least once during the grant period on grants of over \$50,000. For this purpose, the Grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State. The schedule for grant reporting and monitoring will be determined once the grant has been awarded

### **Audits**

Per Minnesota Statutes §16B.98, Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **Contact Information**

For more information about this RFP, contact:

Barbara A Carter  
MN Board of Pharmacy  
2829 University Ave SE, Suite 530  
Minneapolis, MN 55414  
Email: [Barbara.a.carter@state.mn.us](mailto:Barbara.a.carter@state.mn.us)  
Fax: 612-617-2261

## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Board of Pharmacy ("STATE") and **[GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS]** ("GRANTEE").

### Recitals

1. Under Minn. Stat. 152.126 the State is empowered to enter into this grant.
2. The State is in need of qualified MN health care systems, HIEs and/or MN Licensed pharmacies to integrate access to MN Prescription Monitoring Program (MN PMP) data into their electronic clinical workflow using an electronic medical record (EMR) or pharmacy operations software.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract

#### 1 Term of Grant Contract

##### 1.1 *Effective date:*

**[SPELL OUT FULL DATE (e.g., August 1, 2016)]**, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

##### 1.2 *Expiration date:*

**[SPELL OUT FULL DATE (e.g., August 1, 2016)]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 3c, d, f, g, and h. Grantee's Duties; 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### Material Representations

- 2 Grantee agrees that all representations contained in its Grant Application are material representations of fact upon which the State relied in awarding this grant and are attached as \_\_\_\_\_ and are incorporated by reference into this contract.**

#### 3 Grantee's Duties

The Grantee, who is not a state employee, will:

- a. Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- b. Successfully integrate access to the MN PMP data through Grantee's \_\_\_\_\_ system using \_\_\_\_\_ (collectively referred to hereinafter as "Grant Project"), as is more specifically described in \_\_\_\_\_.
- c. Certify that only Grantee's health professionals (hereinafter referred to as "End Users") shall have access to MN PMP data through the Grant Project, and are all of the following:
  - i. Licensed prescribers of controlled substances, or licensed pharmacists dispensing controlled substances;



- ii. Have successfully undergone Grantee’s credentialing process as described \_\_\_\_\_; and,
  - iii. Have successfully undergone a comprehensive and mandatory training program developed and administered by Grantee, in the appropriate access and use of the MN PMP data; and,
  - iv. Are authorized to access the MN PMP data by Minn. Stat. § 152.126, Subd. 6.
- d. Ensure Grantee’s End Users are able to access MN PMP data through the Grant Project without additional login identifications and passwords which are currently necessary when accessing the MN PMP RxSentry database.
  - e. Submit monthly project progress reports to the STATE. The monthly project progress report format and content will be agreed to by the assigned project lead of both the STATE and GRANTEE during the initial project launch meeting.
  - f. Provide data reports as requested by STATE from time to time, including but not limited to identification of Grantee’s End Users who have accessed the MN PMP data through the Grant Project. The data report format will be agreed to by the assigned project lead of both the STATE and GRANTEE during the initial project launch meeting.
  - g. Certify that MN PMP data returned to Grantee’s End Users will not be retained by Grantee or Grantee’s End Users within the Grant Project or any other database.
  - h. Certify that MN PMP data returned to Grantee’s End Users cannot be downloaded, “screen scraped”, “screen shot”, printed to hardcopy or saved by Grantee’s End Users in any manner.

#### 4 Project Launch Meeting

State and Grantee’s authorized representatives shall participate in a Grant Project Launch Meeting, to be held at the offices of the Grantee and no later than 14 days following the Effective Date of this contract.

#### 5 Project Approval Meeting

State and Grantee’s authorized representatives shall participate in a Grant Project Approval Meeting, to be held at the offices of the Grantee and no later than 14 days following Grantee’s stated completion of the Grant Project.

#### 6 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

#### 7 Consideration and Payment

##### 7.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### (a) Compensation

The Grantee will be paid [EXPLAIN HOW THE Grantee WILL BE PAID. EXAMPLES: “an hourly rate of \$ \_\_\_\_\_ up to a maximum of \_\_\_\_\_ hours, not to exceed \$ \_\_\_\_\_;” or “a lump sum of \$ \_\_\_\_\_.”

IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, “ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT. “ BE SURE TO ADD ANY GRANTEE MATCHING REQUIREMENTS.]

##### (b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management

and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE].

**7.2 Payment**

**(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

**(b) Federal funds.**

Payments under this grant contract will be made from federal funds obtained by the State through Harold Rogers Prescription Drug Monitoring Program CFDA number 16.754. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

**(c) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### 7.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- (b) Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- (c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## 8 Conditions of Payment

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

## 9 Authorized Representative

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## 10 Assignment Amendments, Waiver, and Grant Contract Complete

### 10.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### 10.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### 10.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

#### 10.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

#### 11 **Liability**

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

#### 12 **State Audits**

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

#### 13 **Government Data Practices and Intellectual Property Rights**

##### 13.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

##### 13.2 *Intellectual Property Rights*

Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee.

#### 14 **Workers Compensation**

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

#### 15 **Publicity and Endorsement**

##### 15.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the 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, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

## 15.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

## 16 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 17 **Termination**

### 17.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### 17.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 17.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. 2016-PM-BX-0006 is withdrawn by the U.S. Department of Justice, Office of Justice Assistance Programs, Bureau of Justice Assistance (BJA);
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The 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. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 18 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its Data Universal Numbering System (DUNS) number, social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative

