



Minnesota Department of Human Services Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division Division (“STATE”) and **HealthFinders Collaborative**, an independent grantee, not an employee of the State of Minnesota, located at **1415 Town Square Lane, Faribault, Minnesota 55021** (“GRANTEE”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and section 245.4901, has authority to enter into contracts for the following services: to provide early identification and intervention for students with behavioral health needs and to build the capacity of schools to support students with behavioral health needs in the classroom.

STATE is seeking key strategies to include: infrastructure development to integrate behavioral health care within publicly funded educational settings, support the expansion and sustainability of school based behavioral health services long-term throughout the state of Minnesota, to coordinate and deliver culturally and developmentally appropriate school based behavioral health services to students and families, particularly children who are uninsured or underinsured, to provide consultation to school staff, to expand the clinical capacity to provide services that effectively utilize existing and emerging research to inform all treatment, and improve clinical and functional outcomes for students and their families.

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 1, 2023**, upon execution of this CONTRACT by obtaining all required signatures under Minnesota Statutes section 16B.98 subdivision 5, in accordance with 2023 Minnesota Session Law, Chapter 70 – S.F. No. 2995, Article 9, Section 42; The commissioner of human services shall ensure that contracts executed during fiscal year 2024 with school-linked

behavioral health grantees have a start date retroactive to July 1, 2023, to provide consistency in services and payments for services. Any such contracts executed after July 1, 2023, and any payments made subject to such contracts shall not be considered to violate Minnesota Statutes, section 16A.15, 16B.98, or 16C.05.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. Payments. Payments will not be made under this CONTRACT, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7.

1.4. Survival of terms. GRANTEE shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Grant Progress Reports and Data Reporting, Indemnification; Information Privacy and Security; Intellectual Property Rights; Publicity; Ownership of Equipment; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. GRANTEE 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. GRANTEE'S DUTIES.

2.1. Duties. GRANTEE shall perform duties as follows and in accordance with **Attachment C**, School and Staffing Plan, which is attached and incorporated into this CONTRACT. GRANTEE is responsible for ensuring that all Full Time Equivalents (FTEs) referenced in Attachment C are maintained for the life of the contract. If any FTE is terminated, GRANTEE must replace the FTE within ninety (90) days.

a. Provide behavioral health **early identification and intervention** services to students, their families, and school staff.

1. Direct early identification and intervention services shall include:

- A. Provide education about behavioral health treatment and resources to students who have been identified as at-risk
- B. Behavioral health consultation with parents
- C. Behavioral health consultation with teachers
- D. Support related groups intended to support student and family when the need for clinical treatment has not been determined
- E. Services to engage and support families in meeting their student's behavioral health needs, including navigating health care, education, social service, and juvenile justice systems
- F. Build the capacity of schools to meet the needs of students with behavioral health concerns, including school staff development activities for licensed and nonlicensed staff
- G. Other early identification and intervention service types with prior approval from STATE

b. Provide mental health **clinical treatment** services listed below and as defined by the [Mental Health Services](#)¹ section of the [MHCP Provider Manual](#)².

1. Direct mental health clinical services shall include:

- A. Diagnostic Assessments
- B. Psychological testing
- C. Individual, group, or family psychotherapy
- D. Individual, group, or family skills training
- E. Psychiatric consultation to primary care providers
- F. Medication management
- G. Psychoeducation
- H. Clinical care consultation
- I. Mental health behavioral aide services
- J. Certified Family Peer Specialist
- K. Clinical supervision
- L. Other clinical service types with prior approval from STATE

c. Provide substance use disorder **clinical treatment** services listed below and as defined by the [Substance Use Disorder \(SUD\) Services](#) section of the MHCP Provider Manual³ and Minnesota statute [§245G.07](#) under license number(s): *[insert license number]*. ***If license number is blank, this section (2.1.c.) does not apply to this CONTRACT.***

1. Direct substance use disorder clinical services shall include:

- A. Comprehensive assessments
- B. Individual, group, or family counseling
- C. Client education strategies
- D. SUD consultation to primary care or SUD providers
- E. Substance use screening and referral
- F. Services to address co-occurring SUD disorders
- G. SUD treatment coordination
- H. Other clinical service types with prior approval from STATE

¹ MHCP Provider Manual: Mental Health Services, located at https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LastReleased&dDocName=id_058037

² MHCP Provider Manual, located at https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LastReleased&dDocName=id_000094

³ MHCP Provider Manual: Substance Use Disorder (SUD) Services, located at https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LastReleased&dDocName=id_008949

d. Provide behavioral health **ancillary support services** needed for the appropriate treatment of students and their families who are uninsured or underinsured in order to meet treatment, wellness and educational goals.

1. Ancillary support services shall include:

- A. Attendance at Individualized Education Program (IEP) and other school meetings (Positive Behavioral Interventions and Supports (PBIS) team, student support team, Multi-Tiered System of Supports (MTSS) team, etc.) as requested by host schools
- B. Translation and/or Interpreter services
- C. Transportation costs related to the delivery of clinical services when school is not in session
- D. Deductibles and/or co-pays for high cost-sharing insurance plans that may create a barrier to parental consent for treatment
- E. Other ancillary service types with prior approval from STATE.

e. **Capacity Enhancement:** GRANTEE shall develop the clinical capacity of behavioral health providers who provide School-Linked Behavioral Health (SLBH) services to students and their families by participating in evidence-based practices (EBP) trainings, consultation, and certification.

- 1. GRANTEE shall work with STATE to identify relevant and appropriate evidence-based practice training opportunities.
- 2. GRANTEE shall work with STATE to establish a schedule of evidence-based practices training opportunities.
- 3. GRANTEE shall work with STATE to develop a training plan that ensures SLBH providers, and their supervisors will be trained in evidence-based practices and culturally and developmentally specific trainings.
- 4. GRANTEE must become certified in the evidence-based practice upon completion of the EBP training if a certification or credentialing process is in place.
- 5. GRANTEE must have a plan for sustaining the utilization of evidence-based practices with fidelity across their SLBH programs.

f. **Administrative Services:** GRANTEE shall provide the necessary administrative services for the effective management of the project, which may include time spent to effectively establish an electronic communications platform, data reporting, schedule sessions, monitor progress, and other duties associated with the delivery of SLBH services and supports.

g. GRANTEE and any subcontractor associated with the coordination and delivery of services as described within this contract must be an enrolled Minnesota Health Care Programs (MHCP) provider agency throughout the duration of this contract that is executed between the GRANTEE and STATE.

h. GRANTEE shall provide clinical supervision, as defined by the MHCP manual, for clinical trainees and practitioners as clinically necessary.

i. GRANTEE shall, upon request by the STATE, provide up-to-date information regarding the accuracy of Attachment C, School and Staffing Plan, including 1) confirming the plan on record is accurate or 2) detailing necessary revisions to ensure the plan accurately reflects the GRANTEE’S current service sites and staffing.

j. GRANTEE is expected to have the organizational capacity to deliver services to students and their families for the full calendar year (12 months each year).

k. Treatment services delivered to eligible students and families must be billed to third party payers, when eligible services meet the Minnesota Health Care Program (MHCP) guidelines and/or other third-party requirements for allowable claims.

l. GRANTEE must enroll and participate in the Drug and Alcohol Abuse Normative Evaluation System (DAANES). ***If license number in section 2.1(c) is blank, this does not apply to this CONTRACT.***

2.2. Grant Progress Reports and Data Reporting to evaluate Project Outcomes:

a. Submit biannual student data reports which include the data elements specified in the SLBH Grant Data Reporting Manual in a format prescribed by STATE.

1. Reporting Dates as follows:

REPORTING PERIOD	REPORT DUE
July 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025 – June 30, 2025	July 15, 2025
July 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – June 30, 2026	July 15, 2026

b. Submit biannual measures of program capacity and performance outcomes:

1. GRANTEE shall work with STATE to develop GRANTEE-specific measures of capacity and program performance.

2. Required data elements will be mutually agreed upon by GRANTEE and STATE.

3. Reporting Dates as follows:

REPORTING PERIOD	REPORT DUE
July 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025 – June 30, 2025	July 15, 2025
July 1, 2025 – December 31, 2025	January 15, 2026

January 1, 2026 – June 30, 2026	July 15, 2026
---------------------------------	---------------

c. Requirements contained in this clause (2.2) shall survive the termination of this agreement.

d. GRANTEE shall follow the SLBH Grant Data Reporting Manual throughout the duration of this contract.

2.3. 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 [State of Minnesota Accessibility Standard](#),⁴ as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation.

1. GRANTEE will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. GRANTEE must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 19.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If GRANTEE’s approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and

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

Budget as specified in the [Commissioner's Plan, page 125, Section 15](#).⁵ GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed **Five hundred twenty-five thousand dollars (\$525,000.00)**.
- 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. Terms of payment

- a. Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in EGMS and according to the following schedule:

REPORTING PERIOD	INVOICE DUE
July 1, 2023 – July 31, 2023	August 15, 2023
August 1, 2023 – August 31, 2023	September 15, 2023
September 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – October 31, 2023	November 15, 2023
November 1, 2023 – November 30, 2023	December 15, 2023
December 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – January 31, 2024	February 15, 2024
February 1, 2024 – February 29, 2024	March 15, 2024
March 1, 2024 – March 31, 2024	April 15, 2024
April 1, 2024 – April 30, 2024	May 15, 2024
May 1, 2024 – May 31, 2024	June 15, 2024
June 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – July 31, 2024	August 15, 2024
August 1, 2024 – August 31, 2024	September 15, 2024
September 1, 2024 – September 30, 2024	October 15, 2024
October 1, 2024 – October 31, 2024	November 15, 2024
November 1, 2024 – November 30, 2024	December 15, 2024
December 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025 – January 31, 2025	February 15, 2025
February 1, 2025 – February 28, 2025	March 15, 2025
March 1, 2025 – March 31, 2025	April 15, 2025
April 1, 2025 – April 30, 2025	May 15, 2025
May 1, 2025 – May 31, 2025	June 15, 2025
June 1, 2025 – June 30, 2025	July 15, 2025
July 1, 2025 – July 31, 2025	August 15, 2025
August 1, 2025 – August 31, 2025	September 15, 2025

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

September 1, 2025 – September 30, 2025	October 15, 2025
October 1, 2025 – October 31, 2025	November 15, 2025
November 1, 2025 – November 30, 2025	December 15, 2025
December 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – January 31, 2026	February 15, 2026
February 1, 2026 – February 28, 2026	March 15, 2026
March 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – April 30, 20256	May 15, 2026
May 1, 2026 – May 31, 2026	June 15, 2026
June 1, 2026 – June 30, 2026	July 15, 2026

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by GRANTEE 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. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if GRANTEE has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, GRANTEE agrees to minimize administrative costs as a condition of this grant. GRANTEE shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;

- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1.a.;
- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that GRANTEE has breached a material term of the CONTRACT, or when GRANTEE's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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 GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide GRANTEE notice of the lack of funding within a reasonable time of STATE's receiving that notice.

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kristin Lofgren** or successor. **Phone: 651-238-1838** and **Email: kristin.lofgren@state.mn.us**. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Grantee. GRANTEE's Authorized Representative is **Charlie Mandile** or successor. Phone and email: **507-646-8969** and **mandile.charlie@healthfindersmn.org**. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Charlie Mandile** or successor. Phone and email: **507-646-8969** and **mandile.charlie@healthfindersmn.org**.

8. INSURANCE REQUIREMENTS.

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

8.1. Worker's 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 employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

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

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

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

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

- \$2,000,000 per occurrence
- \$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 grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

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

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

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

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

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

8.5. Professional Liability Insurance.

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

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

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired

deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

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

8.6. Additional Insurance Conditions:

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

9. INDEMNIFICATION.

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

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

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

10. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment A**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this 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 GRANTEE 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." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE 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 Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages,

including but not limited to, attorney's fees. If such a claim or action arises, or in GRANTEE's or STATE's opinion is likely to arise, GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this 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.

12. PUBLICITY.

12.1. 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 the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE's website when practicable.

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

13. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).⁶

14. OWNERSHIP OF EQUIPMENT.

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

⁶ <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

15. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

15.1. State audit.

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

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

15.3. Federal audit requirements and GRANTEE debarment information. GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

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

<https://mn.gov/admin/osp/government/suspended-debarred/>. GRANTEE's certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

16. GRANTEE DATA DISCLOSURE.

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

17. 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.

18. CLERICAL ERRORS AND NON-WAIVER.

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

18.2. 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.

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

19.1. 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.

19.2. Assignment. GRANTEE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

19.3. Entire Agreement.

- a. 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 19.1.

- b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

19.4. Drafting party. The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

20. PROCURING GOODS AND CONTRACTED SERVICES.

20.1. Competitive bidding and preferred vendors. Unless otherwise approved in writing by STATE, if the GRANTEE subcontracts any portion of the work or services under this contract in excess of \$10,000, GRANTEE must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where GRANTEE records at least three (3) bids. GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:

- a. State Department of Administration's [Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#).
- b. Metropolitan Council's Targeted Vendor list, the [Minnesota Unified Certification Program](#).
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, [the Central Certification Program](#).

20.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

20.3. Debarred vendors. In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

21. SUBCONTRACTS.

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

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

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

22.3. Grants management policies. GRANTEE must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

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

23. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

Grantee

State Authorized Representative

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and Department of Administration

Policy 21-811
DocuSigned by:



By: _____
0780AF8E93764DF...

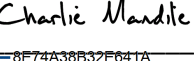
Date: 7/11/2023

Contract No: GRK 232287

2. GRANTEE

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

DocuSigned by:



By: _____
8E74A38B32E641A...

Title: Executive Director

Date: 7/11/2023

3. STATE AGENCY

By (with delegated authority):



Title: Interim Deputy Assistant Commissioner

Date: 7/11/2023

ATTACHMENT A DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which STATE will share data with and permit GRANTEE to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act (“MGDPA”) under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”), Confidentiality of Substance Use Disorder Patient Records codified at 42 C.F.R. Part 2 (“Part 2”), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, Part 2, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Student data reports, which may include Protected Health Information (PHI) such as DOBs, diagnoses, Medicaid ID numbers, other system generated ID numbers, service utilization.

Purpose for Sharing Protected Information and Expected Outcomes: Data exchanges under the Contract is provided to GRANTEE in order for GRANTEE to provide services that effectively utilize existing and emerging research to inform all treatment and improve outcomes for children and their families; and for the satisfactory completion of the Contract outcomes.

STATE is permitted to share the Protected Information with GRANTEE pursuant to: Minnesota Statutes, section 13.46, subdivision 2 (a)(5) and other authorities set forth herein. GRANTEE is hereby made part of the welfare system under Minn. Stat. § 13.46, subd. 1(c) for the purposes of performing services under this contract.

It is expressly agreed that GRANTEE is a “business associate” of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, “Definitions.” The Disclosure of Protected Health Information to GRANTEE that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), “Standard: Disclosures to Business Associates.”

It is understood by GRANTEE that, as a business associate under HIPAA, GRANTEE is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. GRANTEE is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, “Security and Privacy.”

DEFINITIONS

- A. "Agent" means GRANTEE'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. “Applicable Safeguards” means the state and federal safeguards listed in subsection 2.1.A of this Attachment.

- C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. "Business Associate" shall generally have the same meaning as the term "business associate" found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean GRANTEE.
- E. "Contract" means the Contract between STATE and GRANTEE to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or GRANTEE under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by GRANTEE as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic

or computerized means.

1. INFORMATION EXCHANGED

1.1 This Attachment governs the data that will be exchanged pursuant to GRANTEE performing the services described in the Contract. The data exchanged under the Contract may include: Student data reports, which may include Protected Health Information (PHI) such as DOBs, diagnoses, Medicaid ID numbers, other system generated ID numbers, service utilization.

1.2 The data exchanged under the Contract is provided to GRANTEE for GRANTEE to: provide services that effectively utilize existing and emerging research to inform all treatment and improve outcomes for children and their families; and for the satisfactory completion of the Contract outcomes..

1.3 STATE is permitted to share the Protected Information with GRANTEE pursuant to: Minnesota Statutes, section 13.46, subdivision 2 (a)(5) and other authorities set forth herein. GRANTEE is hereby made part of the welfare system under Minn. Stat. § 13.46, subd. 1(c) for the purposes of performing services under this contract.

2. INFORMATION PRIVACY AND SECURITY

GRANTEE and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by GRANTEE under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to GRANTEE and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

A. State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC §

- 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
 10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
 11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
 12. All state of Minnesota ["Enterprise Information Security Policies and Standards."](#)¹

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 GRANTEE Data Responsibilities

A. Use Limitation.

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, GRANTEE may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
2. **Federal tax information.** To the extent that Protected Information Used under the Contract constitutes "federal tax information" (FTI), GRANTEE shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

B. Individual Privacy Rights.

GRANTEE shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** GRANTEE shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments to Protected Information Requested by Data Subject Generally.** Within three (3) business days, GRANTEE must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its

¹ See <https://mn.gov/mnit/government/policies/security/>

obligations under Minn. Stat. § 13.04, "Rights of Subjects of Data," subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then GRANTEE must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526, "Amendment of Protected Health Information," or otherwise act as necessary to satisfy STATE or GRANTEE's obligations under 45 C.F.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

- 1. Criminal Background Check Required.** GRANTEE and employees of GRANTEE accessing STATE's Protected Information must submit to STATE or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last six (6) months before work can begin under the Contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- 2. Reasonable Assurances.** GRANTEE represents that, before any Agent is allowed to Use or Disclose Protected Information, GRANTEE has conducted and documented a background review of the Agent sufficient to provide GRANTEE with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
- 3. Documentation.** GRANTEE shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

- 1. Privacy and Security Safeguards.** GRANTEE shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
- 2. Electronic Protected Information.** GRANTEE shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
- 3. Monitoring Agents.** GRANTEE shall ensure that any Agent to whom GRANTEE Discloses Protected Information on behalf of STATE, or whom GRANTEE employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to GRANTEE under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules,"

subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).

4. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"² GRANTEE must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
 5. **Minimum Necessary Access to Protected Information.** GRANTEE shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
 6. **Training and Oversight.** GRANTEE shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.
- E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** GRANTEE will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."
1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, GRANTEE will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
 2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, GRANTEE will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
 3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, GRANTEE will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
 4. **Notification to Individuals and others; costs incurred.**
 - a. **Protected Information.** GRANTEE will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, GRANTEE will fulfill the STATE's and GRANTEE's obligations under any applicable law

² <https://mn.gov/mnit/government/policies/security/>

Incident, Security Incident, and/or Breach.

- 1. Federal Tax Information.** GRANTEE will report all actual or suspected unauthorized Uses or Disclosures of federal tax information (FTI). FTI is information protected by Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103 and Publication 1075).

 - a. Initial report.** GRANTEE will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of FTI to STATE. GRANTEE will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.
 - b. Final report.** GRANTEE will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of FTI, or upon STATE’s request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

- 2. Social Security Administration Data.** GRANTEE will report all actual or suspected unauthorized Uses or Disclosures of Social Security Administration (SSA) data. SSA data is information protected by section 1106 of the Social Security Act.

 - a. Initial report.** GRANTEE will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of SSA data to STATE. GRANTEE will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.
 - b. Final report.** GRANTEE will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of SSA data, or upon STATE’s request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E) (1)–(4), of this Attachment.

- 3. Protected Health Information.** GRANTEE will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

 - a. Reporting Breaches to STATE.** GRANTEE will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, “Notification by a Business Associate,” subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:

 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by GRANTEE, to have

- been accessed, acquired, Used, or Disclosed during the incident or Breach.
2. Description of the compromised Protected Health Information.
 3. Date of the Breach.
 4. Date of the Breach's discovery.
 5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
 6. Sanctions imposed on GRANTEE's Agents involved in the Breach.
 7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
 8. Statement that GRANTEE has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. Reporting Breaches to external parties.** GRANTEE shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, GRANTEE shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. Reporting Security Incidents that do not result in a Breach to STATE.** GRANTEE will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by GRANTEE or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. Reporting other violations to STATE.** GRANTEE will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
- 4. Other Protected Information.** GRANTEE will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. Initial report.** GRANTEE will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If GRANTEE is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then GRANTEE will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are

available to GRANTEE at the time of the initial report, and provide updated reports as additional information becomes available.

- b. Final report.** GRANTEE will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. Designated Record Set—Protected Health Information. If, on behalf of STATE, GRANTEE maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, GRANTEE shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. Access to Books and Records, Security Audits, and Remediation. GRANTEE shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. GRANTEE represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with GRANTEE. GRANTEE will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. GRANTEE agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine GRANTEE's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
4. GRANTEE will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by

STATE or other authorized government official(s), in a commercially reasonable timeframe.

- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by GRANTEE, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by GRANTEE for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

GRANTEE shall document Disclosures of Protected Health Information made by GRANTEE that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. **Requests for Disclosure of Protected Information.** If GRANTEE or one of its Agents receives a request to Disclose Protected Information, GRANTEE shall inform STATE of the request and coordinate the appropriate response with STATE. If GRANTEE Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.
- K. **Conflicting Provisions.** GRANTEE shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, GRANTEE must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, GRANTEE must comply with the most stringent Applicable Safeguard.
- L. **Data Availability.** GRANTEE, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

- A. **STATE Information Management System Access.** If STATE grants GRANTEE access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then GRANTEE agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52,

“Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations”; 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

2.4 GRANTEE Permitted Uses and Responsibilities.

- A. Management and Administration.** Except as otherwise limited in the Contract or this Attachment, GRANTEE may:
1. Use Protected Health Information for the proper management and administration of GRANTEE or to carry out the legal responsibilities of GRANTEE.
 2. Disclose Protected Health Information for the proper management and administration of GRANTEE, provided that:
 - a. The Disclosure is required by law; or
 - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and GRANTEE:
 - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and
 - ii. Requires the entity to whom Protected Health Information is Disclosed to notify GRANTEE of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.
- B. Notice of Privacy Practices.** If GRANTEE’s duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then GRANTEE shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. De-identify Protected Health Information.** GRANTEE may use Protected Health Information to create de-identified Protected Health Information provided that

GRANTEE complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by GRANTEE on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

- D. **Aggregate Protected Health Information.** GRANTEE may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The GRANTEE must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

- A. STATE shall Disclose Protected Information to GRANTEE only as authorized by law to GRANTEE.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with GRANTEE.
- C. STATE shall notify GRANTEE of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by GRANTEE.
- D. STATE shall refrain from requesting GRANTEE to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of GRANTEE Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, GRANTEE shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. GRANTEE shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. GRANTEE and its Agents shall not retain copies of any Protected Information.
- C. In the event that GRANTEE determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected

Information is not feasible or otherwise inadvisable, GRANTEE will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by GRANTEE or its Agents.

- D. GRANTEE shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
 3. The identity of organization name (if different than GRANTEE), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by GRANTEE in fulfilling its obligations under this Section will be the sole responsibility of GRANTEE.

3. INSURANCE REQUIREMENTS

- 3.1 Network Security and Privacy Liability Insurance.** GRANTEE shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

GRANTEE shall maintain insurance to cover claims which may arise from failure of GRANTEE's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. GRANTEE is required to carry the following **minimum** limits:

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

4. INTERPRETATION

- 4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

End of Document Attachment A

ATTACHMENT B: BUDGET SUMMARY

BUDGET SUMMARY YEAR 1		BUDGET SUMMARY Year 2		BUDGET SUMMARY Year 3			
July 1, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to June 30, 2026			
CATEGORY	TOTAL BUDGET Year 1	CATEGORY	TOTAL BUDGET Year 2	CATEGORY	TOTAL BUDGET Year 3		
Salaries	\$ 73,250.00	Salaries	\$ 90,537.00	Salaries	\$ 93,253.00		
Fringe Benefits	\$ 13,917.00	Fringe Benefits	\$ 17,202.00	Fringe Benefits	\$ 17,718.00		
Contracted Services	\$ 10,500.00	Contracted Services	\$ 2,500.00	Contracted Services	\$ 2,500.00		
Equipment	\$ 4,000.00	Equipment	\$ -	Equipment	\$ -		
MIS Support	\$ 12,600.00	MIS Support	\$ 12,600.00	MIS Support	\$ 12,600.00		
Copay and Deductible Costs	\$ 36,000.00	Copay and Deductible Costs	\$ 27,428.00	Copay and Deductible Costs	\$ 24,196.00		
Program Costs	\$ 2,000.00	Program Costs	\$ 2,000.00	Program Costs	\$ 2,000.00		
EBP Training	\$ 6,000.00	EBP Training	\$ 6,000.00	EBP Training	\$ 6,000.00		
Client Transportation	\$ 824.00	Client Transportation	\$ 824.00	Client Transportation	\$ 824.00		
Total Direct Costs	\$ 159,091.00	Total Direct Costs	\$ 159,091.00	Total Direct Costs	\$ 159,091.00		
Indirect Cost (attach indirect cost detail, if applicable)	\$ 15,909.00	Indirect Cost (attach indirect cost detail, if applicable)	\$ 15,909.00	Indirect Cost (attach indirect cost detail, if applicable)	\$ 15,909.00		
TOTAL REQUEST Year 1	\$ 175,000.00	TOTAL REQUEST Year 2	\$ 175,000.00	TOTAL REQUEST Year 3	\$ 175,000.00	PROJECT TOTAL	\$ 525,000.00

ATTACHMENT B: BUDGET JUSTIFICATION

AGENCY NAME: HealthFinders Collaborative, Inc.		
BUDGET JUSTIFICATION Year 1: July 1, 2023 to June 30, 2024		
CATEGORY	JUSTIFICATION NARRATIVE	Year 1 Cost
Salaries	.25 FTE project coordinator and HFC's Behavioral Health Director at \$82,000/year = \$20,500 ; 3.0 FTE Mental Health Practitioner \$65,000 annual salary average * .30 percent not billable reflecting demographics/need of school population and based on experience = \$19,500 * 3.0 FTE = \$58,500 . Data tracking and evaluation staff \$89,000 * .10 FTE on project = \$8,900 ; Subtotal: 87,900 * (10/12) percent of year after hiring = approx \$73,250 . Remaining program and client service costs are covered under insurance claims.	\$73,250
Fringe Benefits	Fringe Benefits include FICA/unemployment (8% of wages = \$5,860) and employee benefits including health insurance and 403b plan (11% of wages = \$8,058) for a total of 19% of wages total.	\$13,917
Contracted Services	Data system buildout: HFC has a care coordination platform that has a partner portal to facilitate referrals and wait lists for partner organization. HFC has a contracted provider maintaining this system. A project will be scoped to build technical backbone to support the school-specific and behavioral health specific needs, also greatly facilitating monitoring and evaluation. Project estimated at 105 hours * \$100/hour, however actual costs may vary.	\$10,500
Equipment	\$2,000 laptop * 2 staff	\$4,000
MIS Support	HFC assigns a technology fee based on associated per-user-per-month costs of telephone, contracted information security officer time, HIPAA compliant EMR with integrated billing and coding support, secure cloud-based client management and reporting software, network security license. This fee is \$350/user/month * 3 users for the project * 12 months = \$12,600	\$12,600
Copay and Deductible Costs	In addition to billing insurance providers and/or Behavioral Health Fund wherever possible, HFC has a robust sliding fee scale, and turns no patient away regardless of their ability to pay. These funds will support copay or deductible assistance for those patients who are un- or under-insured. This will be approximately \$120/patient - \$20 average sliding fee collected = \$100/visit * 3 visits/month * 10 patients/year = \$36,000	\$36,000
Program Costs	trauma-informed diagnostic and therapeutic tools and instruments: \$1,000 educational handouts in multiple languages: \$1,000	\$2,000
EBP Training	Evidence-based training fees for licensed and non-licensed school staff = \$500 per training * 2 trainings/year * 6 staff = \$6,000/year . Specific details will vary with program needs however benchmark examples: TF-CBT certified \$350 (fees for test and certification process); \$2,000/staff including registration, travel lodging * 2 staff. CBITS training (another trauma EBP), \$2,000/staff * 2 staff; other CE/trainings \$500/training * 4 other trainings.	\$6,000
Client Transportation	Transportation costs for school trainings when school not in session, or other community care not available onsite: average \$16.47/ride * 50 rides = \$824	\$824
Total Direct Costs		\$159,091
Indirect Cost (attach indirect cost detail, if applicable)	10% includes bookkeeping and audit costs (\$55,000/year), administrative support including HR (\$55,000/year), insurance (\$55,000), staff supervision and coordination (\$75,000), and network infrastructure (\$60,000). These costs are approximately 10% attributed to this program, and are not otherwise able to be directly attributed to program costs.	\$15,909
TOTAL REQUEST Year 1		\$175,000

\$175,000

ATTACHMENT B: BUDGET JUSTIFICATION**AGENCY NAME: HealthFinders Collaborative, Inc.****BUDGET JUSTIFICATION Year 2: July 1, 2024 to June 30, 2025**

CATEGORY	JUSTIFICATION NARRATIVE	Year 2 Cost
Salaries	.25 FTE project coordinator and HFC's Behavioral Health Director at \$84,460/year = \$21,115 ; 3.0 FTE Mental Health Practitioner \$66,950 annual salary average * .30 percent not billable reflecting demographics/need of school population and based on experience = \$20,085 * 3.0 FTE = \$60,255 . Data tracking and evaluation staff \$91,670 * .10 FTE on project = \$9,167 ; Remaining program and client service costs are covered under insurance claims.	\$90,537
Fringe Benefits	Fringe Benefits include FICA/unemployment (8% of wages = \$7,243) and employee benefits including health insurance and 403b plan (11% of wages = \$9,959) for a total of 19% of wages total.	\$17,202
Contracted Services	Data system buildout: HFC has a care coordination platform that has a partner portal to facilitate referrals and wait lists for partner organization. HFC has a contracted provider maintaining this system. Maintenance and service fees estimated at 25 hours * \$100/hour, however actual costs may vary.	\$2,500
Equipment		\$0
MIS Support	HFC assigns a technology fee based on associated per-user-per-month costs of telephone, contracted information security officer time, HIPAA compliant EMR with integrated billing and coding support, secure cloud-based client management and reporting software, network security license. This fee is \$350/user/month * 3 users for the project * 12 months = \$12,600	\$12,600
Copay and Deductible Costs	In addition to billing insurance providers, HFC has a robust sliding fee scale, and turns no patient away regardless of their ability to pay. These funds will support copay or deductible assistance for those patients who are un- or under-insured. This will be approximately \$120/patient - \$20 average sliding fee collected = \$76.19/visit * 3 visits/month * 10 patients/year = approx \$27,428	\$27,428
Program Costs	trauma-informed diagnostic and therapeutic tools and instruments: \$1,000 educational handouts in multiple languages: \$1,000	\$2,000
EBP Training	Evidence-based training fees for licensed and non-licensed school staff = \$500 per training * 2 trainings/year * 6 staff = \$6,000/year . Specific details will vary with program needs however benchmark examples: TF-CBT certified \$350 (fees for test and certification process); \$2,000/staff including registration, travel lodging * 2 staff. CBITS training (another trauma EBP), \$2,000/staff * 2 staff; other CE/trainings \$500/training * 4 other trainings.	\$6,000
Client Transportation	Transportation costs for school trainings when school not in session, or other community care not available onsite: average \$16.47/ride * 50 rides = \$824	\$824
Total Direct Costs		\$159,091
Indirect Cost	10% includes bookkeeping and audit costs (\$55,000/year), administrative support including HR (\$55,000/year), insurance (\$55,000), staff supervision and coordination (\$75,000), and network infrastructure (\$60,000). These costs are approximately 10% attributed to this program, and are not otherwise able to be directly attributed to program costs.	\$15,909
TOTAL REQUEST Year 2		\$175,000

\$175,000

ATTACHMENT B: BUDGET JUSTIFICATION**AGENCY NAME: HealthFinders Collaborative, Inc.****BUDGET JUSTIFICATION Year 3: July 1, 2025 to June 30, 2026**

CATEGORY	JUSTIFICATION NARRATIVE	Year 3 Cost
Salaries	.25 FTE project coordinator and HFC's Behavioral Health Director at \$86,994/year = \$21,748 ; 3.0 FTE Mental Health Practitioner \$68,959 annual salary average * .30 percent not billable reflecting demographics/need of school population and based on experience = \$20,687 * 3.0 FTE = \$62,063 . Data tracking and evaluation staff \$94,420 * .10 FTE on project = \$9,442.01 ; Remaining program and client service costs are covered under insurance claims.	\$93,253
Fringe Benefits	Fringe Benefits include FICA/unemployment (8% of wages = \$7,460) and employee benefits including health insurance and 403b plan (11% of wages = \$10,258) for a total of 19% of wages total.	\$17,718
Contracted Services	Data system buildout: HFC has a care coordination platform that has a partner portal to facilitate referrals and wait lists for partner organization. HFC has a contracted provider maintaining this system. Maintenance and service fees estimated at 25 hours * \$100/hour, however actual costs may vary.	\$2,500
Equipment		\$0
MIS Support	HFC assigns a technology fee based on associated per-user-per-month costs of telephone, contracted information security officer time, HIPAA compliant EMR with integrated billing and coding support, secure cloud-based client management and reporting software, network security license. This fee is \$350/user/month * 3 users for the project * 12 months = \$12,600	\$12,600
Copay and Deductible Costs	In addition to billing insurance providers and/or Behavioral Health Fund wherever possible, HFC has a robust sliding fee scale, and turns no patient away regardless of their ability to pay. These funds will support copay or deductible assistance for those patients who are un- or under-insured. This will be approximately \$120/patient - \$20 average sliding fee collected = \$67.21/visit * 3 visits/month * 10 patients/year = \$24,196	\$24,196
Program Costs	trauma-informed diagnostic and therapeutic tools and instruments: \$1,000 educational handouts in multiple languages: \$1,000	\$2,000
EBP Training	Evidence-based training fees for licensed and non-licensed school staff = \$500 per training * 2 trainings/year * 6 staff = \$6,000/year . Specific details will vary with program needs however benchmark examples: TF-CBT certified \$350 (fees for test and certification process); \$2,000/staff including registration, travel lodging * 2 staff. CBITS training (another trauma EBP), \$2,000/staff * 2 staff; other CE/trainings \$500/training * 4 other trainings.	\$6,000
Client Transportation	Transportation costs for school trainings when school not in session, or other community care not available onsite: average \$16.47/ride * 50 rides = \$824	\$824
Total Direct Costs		\$159,091
Indirect Cost	10% includes bookkeeping and audit costs (\$55,000/year), administrative support including HR (\$55,000/year), insurance (\$55,000), staff supervision and coordination (\$75,000), and network infrastructure (\$60,000). These costs are approximately 10% attributed to this program, and are not otherwise able to be directly attributed to program costs.	\$15,909
TOTAL REQUEST Year 3		\$175,000

\$175,000

Attachment C: School and Staffing Plan					
July 1, 2023 - June 30, 2026					
School/Program Name	School/Program Number	County	FTE	Estimated number of students served annually	Agency
Faribault Middle School	0656-01-070	Rice	0.5	30	HealthFinders Collaborative
Faribault High School	0656-01-080	Rice	1	40	HealthFinders Collaborative
Jefferson Elementary	0656-01-030	Rice	0.5	20	HealthFinders Collaborative
Lincoln Elementary	0656-01-040	Rice	0.5	20	HealthFinders Collaborative
Roosevelt Elementary	0656-01-045	Rice	0.5	20	HealthFinders Collaborative