



MILLE LACS BAND OF OJIBWE

Executive Branch of Tribal Government

DEPARTMENT OF ADMINISTRATION COMMISSIONER'S ORDER 2022-05

A Commissioner's Order Implementing Matters Raised on April 14, 2022 to the Administration Policy Board

Section 1. Purpose

The purpose of this Commissioner's Order is to implement matters related to personnel, contracts, and grants due to the Administration Policy Board's lack of quorum.

Section 2. Source of Authority

This Commissioner's Order is issued pursuant to 4 MLBS §§ 7(h) and 9(a).

Section 3. Matters Implemented

(a) The following matters contained in Attachment 1, dated April 14, 2022, are hereby implemented by this Commissioner's Order:

- (1) Executive Branch personnel matters related to new hires, job changes, and transfers within the Department of Administration, Department of Education, Department of Health & Human Services, Department of Natural Resources, and Department of Community Development;
- (2) Executive Branch personnel matters related to the Annual Appraisals/Wage Corrections/Changes for the Department of Health & Human Services;
- (3) Executive Branch personnel matters related to the Leave of Absences noted for the record within the Department of Health & Human Services, the Department of Education and the Department of Community Development;
- (4) Executive Branch personnel matters related to the Separation of Employment noted for record, within the Department of Administration and the Department of Health & Human Services;
- (5) Approval of the creation of new job descriptions for the Department of Health & Human Services and Department of Natural Resources; and revision, elimination and reactivation of job descriptions for the Department of Health & Human Services; and
- (6) Approval of the following contract for the Department of Health & Human Services:

SpendMend, LLC contract with the Department of Health & Human Services – providing mock audit and assessment services related to the Pharmacy's 340B program to assure compliance with federal regulations through September 30, 2022.

DISTRICT I

43408 Oodena Drive Onamia, MN 56359
(320) 532-4181 Fax (320) 532-4209

DISTRICT II

36666 State Highway 65 McGregor, MN 55760
(218) 768-3311 Fax (218) 768-3903

DISTRICT IIA

2605 Chiminising Drive Isle, MN 56342
(320) 676-1102 Fax (320) 676-3432

DISTRICT III

45749 Grace Lake Road Sandstone, MN 55072
(320) 384-6240 Fax (320) 384-6190

URBAN OFFICE

1404 East Franklin Avenue Minneapolis, MN 55404
(612) 872-1424 Fax (612) 872-1257

(b) The following matters contained in this Commissioner's Order, Attachment 1, dated April 14, 2022, are hereby implemented and forwarded to the Band Assembly for further action:

(1) Approval of the following contracts:

(i) Midwest Playscapes contract with the Department of Community Development to build a new playground at the D3 Aazhoomog Community Center;

(ii) Service Master Recovery Management contract with the Department of Health & Human Services to provide continued cleaning services for the HHS building through September 30, 2022;

(2) Approval of Budget Revisions for the Department of Health & Human Services;

(3) Approval of requests for appropriations for the Department of Justice – Tribal Police, the Department of Health & Human Services, and Department of Community Development.

Section 4. Effective and Expiration Dates

(a) This Commissioner's Order will become effective when signed.

(b) This Commissioner's Order will expire on the earlier of December 31, 2022 or the next date that the Administration Policy Board convenes to conduct business and has quorum.

Issued on April 21, 2022:



Maria Costello
Assistant Commissioner of Administration

Seal of the Band





MILLE LACS BAND OF OJIBWE

Executive Branch of Tribal Government

For Commissioner's Order 2022-05
Attachment 1 of 1
April 14, 2022
Administration Policy Board Matters

DISTRICT I

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**ADMINISTRATION POLICY BOARD
REGULAR MEETING
APRIL 14, 2022
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Assistant Commissioner of Administration called the meeting to order at 10:10 a.m.

MEMBERS PRESENT

Maria Costello, Assistant Commissioner of Administration
Nicole Anderson, Commissioner of Health & Human Services
Kelly Applegate, Commissioner of Natural Resources

MEMBERS ABSENT

Peter Nayquonabe, Commissioner of Administration
Commissioner of Community Development, vacant
Commissioner of Education, vacant

NO QUORUM PRESENT

OTHERS PRESENT

Byron Ninham, Interim Executive Director of Education
Ryan Simafranca, Deputy Commissioner of Community Development
Stacey Sanchez, Human Resources Director
Angel Oehrlein, Senior Executive Assistant of Administration

The Assistant Commissioner of Administration stated due to lack of a quorum, per law no business can be conducted through a regular meeting. All business will be completed through Commissioner's Orders until a quorum is available at the next Administration Policy Board Meeting.

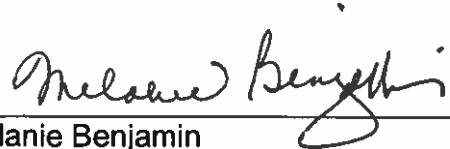
The meeting adjourned at 10:01 a.m. due to lack of quorum.



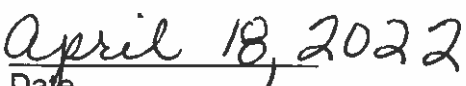
Maria Costello
Assistant Commissioner of Administration

Apr 18, 2022

Date



Melanie Benjamin
Chief Executive



Date



DRAFT AGENDA

Administration Policy Board Agenda District 1 Government Center Upstairs Media Room April 14, 2022

1. **CALL MEETING TO ORDER**
2. **ROLL CALL – Commissioner of Administration, Assistant Commissioner of Administration, Commissioner of Community Development, Commissioner of Education, Commissioner of Health & Human Services, Commissioner of Natural Resources**
3. **AGENDA APPROVAL**
4. **NOTE OF APPROVED MINUTES**
March 24, 2022 – Regular APB
5. **UNFINISHED BUSINESS**
6. **PERSONNEL**
New Hires, Job Changes, Transfers
Administration
Gabriel Spinks – PT Aanjibimaadizing Tutor, effective 3/21/22
Matthew Mitchell – FT Community Service Crew Leader, effective 3/8/22
Education
Joseph Covert – FT Social Studies Teacher, effective 4/4/22
Dallas Hecimovich – PT Kitchen Assistant, effective 3/14/22
Health & Human Services
Brittany Talberg – Transfer from FT Staff Registered Nurse to FT Clinic Manager, effective 4/4/22
Angela Raymond – FT Administrative Assistant (COH), effective 3/29/22
Nichole Brown – FT Reimbursement Specialist, effective 3/28/22
Michael Randolph – FT Certified Nursing Assistant, effective 3/21/22
Marcus Natewa – FT Intake Specialist, effective 3/14/22
Harvey Jordan – FT Cultural Assistant, effective 3/14/22
Marlene Poukka – FT Lead Social Worker, effective 3/7/22
Natural Resources
Alexandria Gigliotti – FT Environmental Programs Technician, effective 3/21/22
Adrian Wade – FT Cultural Resource Specialist, effective 3/14/22
Community Development
George Big Bear – FT Maintenance Technician 1, effective 3/23/22
Treston Panashyse – FT Roads Technician, effective 3/28/22
Anthony Beaulieu – Transfer from FT Home Renovation Carpenter Supervisor to FT Home Renovation Carpenter, effective 3/21/22
7. **Annual Appraisals/Wage Corrections/Changes**
Health & Human Services
John Niederhaus – FT Social Worker, correction pay rate as submitted, effective 4/10/22
Diane Sanders – FT Social Worker, correction pay rate as submitted, effective 4/10/22

DRAFT AGENDA

Allison Johnson – FT Social Worker, correction pay rate as submitted, effective 4/10/22
Carol Sam – FT ICWA Social Worker, correction pay rate as submitted, effective 4/10/22
Destiny Pryatel – FT Social Worker, correction pay rate as submitted, effective 4/10/22
Donna Sutton – FT RN Home Care D3, grade level adjustment to market driven and align pay rate as submitted, effective 3/30/22
Kathy Paulson – FT Staff LPN, grade level adjustment to market driven and align pay rate as submitted, effective 3/30/22
Carol DeMars – FT Home Health Aide, grade level adjustment to market driven and align pay rate as submitted, 3/30/22
Gitonia Matrious – FT Certified Nursing Assistant, grade level adjustment to market driven and align pay rate as submitted, effective 3/30/22
Jeanie Dunkley-Hines – FT Certified Nursing Assistant, grade level adjustment to market driven and align pay rate as submitted, effective 3/30/22
Joe Porter – FT Certified Nursing Assistant, grade level adjustment to market driven and align pay rate as submitted, effective 3/30/22
Yvonne Castellano – FT Nursing Assistant, grade level adjustment to market and align pay rate as submitted, effective 3/30/22
Charlotte Green – FT Nursing Assistant, grade level adjustment to market and align pay rate as submitted, effective 3/30/22
Joseph Wooden – FT Technology Specialist 1, annual appraisal as submitted, effective 8/10/21

8. **Leave of Absence – Furlough Actions**

9. **Leave of Absence – noted for record**

Health & Human Services

Ariana Taylor – FT ICWA Family Support Aide, leave of absence, effective 4/11/22

Education

Vicky Houle – FT MLEE D1 Coordinator, leave of absence, effective 3/8/22

Community Development

Michael DuBois – FT Home Renovation Carpenter, leave of absence, effective 3/22/22

Lawrence Staples – FT Housing Maintenance Tech 1, leave of absence, effective 3/28/22

10. **Separation of Employment - reason will be included on draft but DO NOT state in minutes**

Administration

Nicole Sawyer – FT Safety Risk Manager, **resignation**, effective 3/10/22

Health & Human Services

Mark Watters – FT SUD Director, **retired**, effective 4/1/22

11. **JOB DESCRIPTIONS**

Health & Human Services

Administrative Assistant, Market (formerly N6) - revision of Self-Governance/Third Party Revenue funded job description with Behavioral Health reorganization. The Administrative Assistant facilitates the efficient operation of the assigned department by performing a variety of clerical and administrative tasks. There will be one for Four Winds Lodge and one for Behavioral Health. Change to Market grade – do not post

DRAFT AGENDA

Associate Director, Market Create New Self-Governance/Third Party Revenue funded job description with Behavioral Health reorganization. In collaboration with the Behavioral Health Program Director the Associate Directors will lead clinical quality and program strategies to ensure proper client/family care is being provided. In collaboration with the Program Director these positions will provide ongoing clinical staff development; program planning, growth, development and sustainment Collaboration with other service areas is a vital component in this role. Associate Directors are responsible for the daily operations and management of their clinical area/department. This position will replace the Four Winds Lodge Treatment Director and Lead CD Counselor House Manager with two additional Associate Directors added – do not post

SUD Clinical Supervisor, E10 – elimination of position with department reorganization.

Four Winds Lodge Treatment Director, E12 – elimination of position with department reorganization to the Associate Director (Four Winds Lodge)

Lead CD Counselor/House Manager, E9 – elimination of position with department reorganization to the Associate Director (Men's Halfway House).

Dental Assistant Unlicensed, Market - revision of Self-Governance/Third Party Revenue funded position. The Dental Assistant assists in providing dental care by performing a variety of patient care, office, laboratory, and maintenance duties. Three months experience in a Dental clinic required from preferred – do not post

Dental Receptionist, N4 - revision of Self-Governance/Third Party Revenue funded position. The Receptionist is responsible for greeting and registration of patients and other visitors and providing a variety of administrative support and billing services for the Dental Clinic. Changing experience in Dental Practice Management from preferred to required. No other changes – do not post

Population Health Manager, Market – reactivate Self-Governance/Grant funded position. The Population Health Manager is responsible for the oversight and supervision of the Mille Lacs Band of Ojibwe's Population Health Program. This person will manage the various projects, grants and services available to the community members through Population Health Programs – do not post

Natural Resources

Land Administrative Assistant, N11 - create new Net Revenue funded position. The daily activities of a Land Administrative Specialist include recording, documentation, and dissemination of all land agreements and land contracts. Serves as a liaison to the division of land management and community members to ensure proper interpretation of land leases, mortgages, deeds, Certificates of Title, assignments, ROW, releases and satisfactions, answering the telephone, faxing/scanning, assisting visitors, filing, managing department schedules and billing. May assist with overflow work for department as needed – do not post

DRAFT AGENDA

12. **CONTRACTS/GRANTS**

Health & Human Services

SpendMend, LLC – \$8,000.00 – to provide mock audit and assessment of the pharmacy's 340B program to assure compliance with federal regulations through September 30, 2022, as submitted

13. **FINANCE**

Budget Revisions

14. **OTHER**

**ADMINISTRATION POLICY BOARD
REGULAR MEETING
MARCH 24, 2022
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Assistant Commissioner of Administration called the meeting to order at 11:00 a.m.

MEMBERS PRESENT

Maria Costello, Assistant Commissioner of Administration
Nicole Anderson, Commissioner of Health & Human Services
Kelly Applegate, Commissioner of Natural Resources

MEMBERS ABSENT

Peter Nayquonabe, Commissioner of Administration
Commissioner of Community Development, vacant
Commissioner of Education, vacant

NO QUORUM PRESENT

OTHERS PRESENT

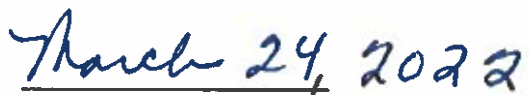
Byron Ninham, Interim Executive Director of Education
Ryan Simafranca, Deputy Commissioner of Community Development
Angel Oehrlein, Senior Executive Assistant of Administration

The Assistant Commissioner of Administration stated due to lack of a quorum, per law no business can be conducted through a regular meeting. All business will be completed through Commissioner's Orders until a quorum is available at the next Administration Policy Board Meeting.

The meeting adjourned at 11:01 a.m. due to lack of quorum.



Maria Costello
Assistant Commissioner of Administration


Date
Melanie Benjamin
Chief Executive
Date

INTEROFFICE MEMORANDUM

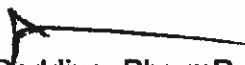


To: APB Board
From: Jesse Godding, Pharmacy Managing Director, HHS
Subject: Turnkey Pharmacy Solutions Contract
Date: March 25, 2022

The Ne-la-Shing Pharmacy participates in a federal government program called "340B" which allows us to buy medications at greatly reduced prices. However, this program also comes with many regulations which we must follow. The government has been increasing its scrutiny of 340B programs and experts say it is no longer a matter of if a 340B program will be audited but when. Failure to maintain compliance could lead to being required to pay back monies or even being removed from the 340B program altogether.

SpendMend provides external mock auditing services designed to test and improve 340B program compliance with federal regulations. SpendMend has previously supplied us with these services under the company name Turnkey Pharmacy Solutions and has been a great help in optimizing our program. Our 340B program generates a substantial amount of revenue which is funneled back into the clinic, enabling us to provide more services to the community. With SpendMend's help we will ensure that our 340B program will continue to do so.

Thank you,


Jesse Godding, PharmD.
Pharmacy Managing Director
Ne-la-Shing Clinic Pharmacy



Information Needed for Contract Entry -
For use with Vendor Generated Contracts

Please return this information to Joni Wall in OMB

Please complete this form in its entirety and send it back with your contract.
This information will enable me to obligate the dollars in our accounting system.

Vendor Name: SpendMend, LLC #53339 # 53415

Vendor Address: 2680 Horizon Dr. SE Grand Rapids, MI 49546

Vendor SS# or Fed ID: 45-3436164

Services Being Contracted: Mock audit and assessment of the pharmacy's 340B program

Where the Services will be performed: Ne-la-Shing Clinic Pharmacy

Who will be the Contracting Officer: Nicole Anderson

End Date of Contract: 9/30/2022

Amount of Contract: \$8,000

Account(s): 4300-221-4240-4

Note: If you use more than one account, please list the dollar amount for each account.

OMB Review Joni Wall 3/16/22

CONTRACT # 036879

OSG Review [Signature]
Over \$5,000

3/21/2022

APB Review _____
Over \$5,000

Band Assembly Review _____
Over \$25,000

NEGOTIATED PROCUREMENT JUSTIFICATION

TO: Nicole Anderson, Commissioner, HHS
FROM: Jesse Godding, Pharmacy Managing Director, HHS
SUBJECT: Contract for SpendMend, LLC
DATE: March 22, 2022



The attached contract for services satisfies the statutory requirements for negotiated procurement, and, therefore, no formal advertising, including receipt of sealed bids, is necessary. 7 MLBSA § 13. *Please complete the entire form, including appropriate usage of the drop-down menus.*

The proposed contract term will extend until September 30, 2022.

The proposed contract amount is \$8,000.00.

In order to dispense with formal advertising each of the following conditions must be present:

I. It is impractical and unfeasible to use procurement by formal advertising for the following reason: SpendMend will be providing the pharmacy with highly specialized expertise in pharmacy 340B program management which is not widely available;

AND

II. One or more statutory exceptions seemingly exist – that is to say –

- A. public exigency will not permit the delay incident to advertising;
- B. the contract is for professional services;
- C. the contract is for services rendered by a university;
- D. no acceptable bids have been received after formal advertising;
- E. the purchase is for highly perishable goods ;
- F. the purchase is for materials where the prices are established by law;

- G. the purchase is for technical items requiring standardization of parts with existing equipment;
- H. the purchase is for experimental developments ;
- I. the purchase is for supplies purchased for authorized resale;
- J. the purchase is for technical supplies requiring substantial initial investment;
- K. the contract or purchase is otherwise statutorily authorized by and through MLBSA § .

I support the above assertion with the following factual description of the services to be provided: SpendMend will provide an outside mock audit of the 340B program, assessing its compliance with federal regulations and offering insights on how to improve.

REMINDER

Regardless of the foregoing stipulations, all contracts over the amount of \$5,000.00 must be submitted for review by the Office of the Solicitor General, and the Office of Management & Budget must receive every executed contract for fiscal approval. 7 MBLSA § 26(b)(1)-(2).

CAUTION

Band statute does not provide for the formal or informal designation of a preferred vendor on the sole basis of past performed services. *But cf.* 18 MLBSA § 413 (affording Indian preference to a Tribal Employment Rights Ordinance Board (“TERO”) Indian Certified Entity within the contracting process).

INTEROFFICE MEMORANDUM

TO: NICOLE ANDERSON, COMM. HHS
FROM: MIKE HOGAN, SENIOR DEPUTY SOLICITOR GENERAL
SUBJECT: NE-IA-SHING CLINIC/SPENDMEND LLC CONTRACT
DATE: 3/24/2022



The Office of the Solicitor General has completed its review of the submitted contractual document(s) *See* 7 MLBSA § 26(b)(2):

- Contract between MLBO and SpendMend LLC, in the amount of \$8,000, to expire 9/30/2022

The office has approved the contract, *i.e.*, sanctioned the substantive legal provisions contained therein.

Please contact us if you have any further questions or concerns.

 3/24/22

Mike Hogan, Senior Deputy Solicitor General

Mille Lacs Band of Ojibwe
43408 Oodena Drive
Onamia, MN 56359-2236
P: (320) 362-4997



DRAFT AGENDA – Revised

Administration Policy Board Agenda Band Assembly District 1 Government Center Upstairs Media Room April 14, 2022

1. **CALL MEETING TO ORDER**
2. **ROLL CALL – Commissioner of Administration, Assistant Commissioner of Administration, Commissioner of Community Development, Commissioner of Education, Commissioner of Health & Human Services, Commissioner of Natural Resources**
3. **AGENDA APPROVAL**
4. **UNFINISHED BUSINESS – TABLED ITEMS**
5. **CONTRACTS**
Community Development
Midwest Playscapes - \$132,350.00 – to provide material and labor for a new playground at the D3 Aazhoomog Community Center as submitted

Health & Human Services
Service Master Recovery Management - \$142,350.00 – addendum to contract to provide continued cleaning of HHS building for total contact amount of \$313,170.00 through September 30, 2022, as submitted
6. **FINANCE**
Budget Revisions
Health & Human Services
FY 2022 – Food Commods (223-4520-1) - \$24,500.00 – move monies within budget as submitted
7. **Request for Appropriation**
Department of Justice – Tribal Police
FY 2022 – Law Enforcement (105-1600-4) - \$111,479.00 – request appropriation of BIA Self Governance funding as submitted

Health & Human Services
FY 2022 – WIC (225-4500-2) - \$28,816.00 – request appropriation of Special Supplemental Nutrition Program grant funds to support salary, fringe and mileage for the WIC program as submitted
FY 2022 – CD Outreach (222-4610-2) - \$124,621.00 – request appropriation of State grant funds to support salary, fringe and other related expense outlined in the grant for services provided by the Substance Use Disorder Department as submitted
FY 2022 – ICWA Primary (224-4800-2) - \$67,093.00 – request appropriation of State grant funds to support salary and fringe for one social worker position as submitted

DRAFT AGENDA – Revised

Community Development

FY 2022 – Public Works – request re-appropriation of FY 2021 funds for Band Match for I.H.S.

Grants as follows:

BE15-H70 (7239-104-1260-1) - \$171,500.00

BE14-H63 (7241-104-1260-1) - \$9,228.00

BE14-H64 (7243-104-1260-1) - \$35,807.86

BE17-LO2 (7248-104-1260-1) - \$146,025.50

~~FY 2022 – FY 2022 – Housing Initiative (108-2350-0) – \$5,022,039.76 – request appropriation of Housing Initiative funds to support salaries, fringe, parks maintenance, infrastructure, and housing rehab projects as submitted~~

~~FY 2022 – Housing Initiative Loans (104-2340-0) – \$2,840,000.00 – request appropriation of Housing Initiative funds for approved loans in process from FY 2021 and 10 new renovation and 5 new home loans for FY 2022 as submitted~~

~~FY 2022 – Carpentry (104-1350-0) – \$786,849.64 – request appropriation of Housing Initiative funds for support of salaries, fringe and some vehicle maintenance for renovation carpenters working on various homes while building materials costs are expended to the appropriate Housing budget as submitted~~

8. **OTHER**



COMMUNITY DEVELOPMENT DEPARTMENT

April 4, 2022

MEMORANDUM

TO: Maria Costello – Assistant Commissioner of Administration, OMB, OSG, APB & BA

FROM: Mike Moilanen – Director of Planning & Project Management

RE: Midwest Playscapes Contract for Lake Lena Community Center Playground

Attached for approval is a contract for construction of a new playgrounds at the Lake Lena Community Center. Work includes site prep, base construction, border, poured rubber fall protection mat, supply and install of new equipment. The rfp for construction was posted on the Band's website and sent to more than five qualified contractors per Band procurement (see attached bid memo). The following three bids were received.

Flagship Recreation

Midwest Playscapes

Degerstrom and Sons (in conjunction with St Croix Recreation)

The bids were all the same dollar value per the RFP. The bids were reviewed by Aanjibimaadizing staff and the District III Representative's office. The recommended selection based on the best equipment for the price was to award to Midwest Playscapes.

Per the reviewers' recommendation, CMD recommends we enter into a contract with **Midwest Playscapes**, in the amount of **\$132,356.00** for construction of a new playground at the Lake Lena Community Center. All work must be completed by September 30, 2022.

The line item for this project is grant funded through Aanjibimaadizing, line item is: 7200-281-6770-4.

3456

INTEROFFICE MEMORANDUM

TO: MIKE MOILANEN, DIRECTOR OF PLANNING AND
PROJECT MANAGEMENT

FROM: EMILY DUVEN, DEPUTY SOLICITOR GENERAL

SUBJECT: MIDWEST PLAYSCAPES CONTRACT FOR LAKE LENA
COMMUNITY CENTER PLAYGROUND

DATE: 4/12/2022



The Office of the Solicitor General has completed its review of the contractual documents. See 7 MLBSA § 26(b)(2).

The office has approved the contract, *i.e.*, sanctioned the substantive legal provisions contained therein.

Please contact us if you have any further questions or concerns. We can be reached at (320) 532-7894.

/s/ Emily Duvén

Deputy Solicitor General

CONSTRUCTION CONTRACT between MILLE LACS BAND of OJIBWE (OWNER)
And Midwest Playscapes (CONTRACTOR)

The Project #32027 is at:
Lake Lena Community Center Playground

CONTRACT entered into as of the 4th day of April in the year 2022.

BETWEEN the Owner:
Mille Lacs Band of Ojibwe
43408 Oodena Drive
Onamia, MN. 56359

OMB APPROVAL
Date: 4/5/22
Signature: [Signature]
Vendor # 53496
Oblig # 037327
Account # 7200-281-6770-4
Contract Sum: \$132,356.00
Expiration Date: 9/30/2022

and the Contractor

Midwest Playscapes
8632 Eagle Creek Circle
Savage, MN 55378
dom@midwestplayscapes.com

OSG APPROVAL
Date: 4/11/2022
Signature: [Signature]

ADMINISTRATION POLICY BOARD
Date:
Signature

BAND ASSEMBLY APPROVAL
Date:
Signature

THIS CONTRACT AND ALL OF ITS TERMS AND CONDITIONS ARE TO BE GOVERNED UNDER
THE LAWS OF THE MILLE LACS BAND OF OJIBWE INDIANS.

Section 1
NOTICE.

Inclusion of address, phone, fax and email are mandatory

(A) The Owner's representative is:
Maria Costello
Assistant Commissioner of Administration
43408 Oodena Dr
Onamia, MN 55359

Contracting Officer's designee:
Mike Moilanen -- C.O. Designee
Director of Planning & Project Management
43408 Oodena Dr
Onamia, MN 55359
320-630-2623

The Contractor's representative(s) is (are):
[Name] Dominic Dvorak
[Address] Midwest Playscapes
8632 Eagle Creek Circle
Savage, MN 55378
[Phone] 952-895-8888
[Fax]
[Email] dom@midwestplayscapes.com

The Contractor's representative(s) is(are):
[Name]
[Address]
[Phone]
[Fax]
[Email]

(B) All notices are to be sent to the stated representatives, unless a change in the information above is required. If a change in the above referenced information is required, then a notice of a change of representatives must be provided in writing within five (5) working days, including any change of address, phone, fax or email.

(C) Notices to either party shall be given by addressing the communications to the stated representative. Any notice given is effective upon receipt by U.S. Mail, postage prepaid, or upon personal delivery with acknowledgement of receipt. Notice may also be given through electronic format, by fax or email, using the attached coversheet entitled Legal Notice.

Section 2
WORK/WORK STATEMENT/SCOPE

(A) Objectives: to precisely identify desired end objectives of the project and associated requirements.

(B) Definitions: For purposes of this contract, the term "Project" will be synonymous with the word "Work." Work shall be defined as the tasks completed in order to achieve the final creation or renovation of the desired structure.

(C) Please attach a **Schedule of Values** that outlines the project first in general terms and dates, then provides a detailed breakdown of each construction phase, the materials needed for each phase, the cost of those materials and the estimated completion date for each. Schedules of values, which should be considered an itemized list of supplies, labor and completion phases should provide the Contracting Officer with a clear understanding of the anticipated percentage of completion for each phase and its cost. Schedules of Values need to be attached to this document upon completion of the Work.

See Work Project No. #32027 at: Lake Lena Community Center Playground. Per Attached RFP Dated December 7, 2021.

(D) Responsibility: identify all Mille Lacs Band and Contractor participation or cooperation that is needed for the success of the project, as well as the nature and extent of all task responsibilities. All tasks requiring Mille Lacs Band support (e.g. Band-furnished equipment, facilities, materials or other government assistance) should be stated specifically.

(E) Milestones/Schedule of Values: generate a schedule for the sequence of tasks to be performed by a contractor and a similar schedule for related responsibilities of the Owner.

Section 3
CONTRACT SUM

The Contract Sum is: **One Hundred Thirty-Two Thousand Three Hundred Fifty-Six Dollars and 00/100 (\$132,356.00)**, subject to adjustments as determined by the Owner or Contract Officer.

Section 4
DATE OF COMMENCEMENT AND CONTRACT TIME

~~The date of commencement of the Work is the date the Mille Lacs Band Office of Management and Budget (OMB) issues the 1st payment after receipt of Contractor's 1st Application for Payment. The Contract Time shall be measured from the date of commencement.~~

Section 5
PAYMENTS
Progress Payments

(A) All pay applications for payment are subject to the Office of Management and Budget (OMB) processing schedule. Once an application for payment is received, and Certificates for Payment issued by the Owner, along with the approval of the Commissioner of Community Development, or his/her designee, the Owner shall make payment within thirty (30) days as provided below.

Project Manager shall choose one of the following payment schedules marked in subsection (B), all other provisions of this section shall still apply.

(B) Payment schedule based on a **Schedule of Values** that will be determined by the attachment of an Application and Certificate of Payment as well as a Continuation Sheet. Each of these documents will be considered part of the overall contract as approved by the Contracting Officer or his/her designee.

(B)(2) *This option is available only for road construction contracts.* Unit price work. Work to be paid for on the basis of unit prices in an attached sheet. Unit price work will be subject to an attached set of conditions.

Substantial Completion

(C) **The Contractor complete all of the work by September 30, 2022.**

(D) The Substantial Completion date of the Work is the date when construction is sufficiently complete so that the Owner can occupy or utilize the building for its intended purpose. Only two (2) extensions may be given for substantial completion of a project.

(E) The Work is not substantially completed if it fails to conform to approved Drawings and Specifications, any Change Order, or if construction defects remain that prevent occupancy or utilization of the building.

Liquidated Damages

(F) Liquidated Damages. Should the Contractor fail to substantially complete the Work within the time allowed in this Contract, the Contractor shall pay the owner as liquidated damages no more than \$400.00 per day for each consecutive calendar day that Substantial Completion remains unmet, but not to exceed \$2,000.00 per week. Liquidated damages shall be assessed according to a graduated scale listed as follows:

Contract Type	Contract Price	Liquidated Damages
Renovation only	\$0.00 -- \$50,000.00	\$100.00 per day completion unmet
	\$50,001.00 – higher	\$200.00 per day completion unmet
Residential (full construction)	\$0.00 – 150,000.00	\$300.00 per day completion unmet
	\$150,001.00 – higher	\$400.00 per day completion unmet
Commercial (full construction)	\$0.00 --	\$400.00 per day completion unmet

If the Contractor and Owner have mutually agreed to a signed Change Order and/or Addendum granting an extension of time to reach Substantial Completion, then the liquidated damages shall be calculated from the date agreed to in the Addendum and/or Change Order. In no way shall the costs for liquidated damages be construed as a penalty. Owner and Contractor agree that the sum is a reasonable and proper measure of the damages that cannot be calculated with any degree of certainty, which the Owner will sustain if the Contractor fails to substantially complete the Work according to the Schedule of Values and/or Substantial Completion deadlines in this Contract.

(G) In the event that the contractor fails to cure defects in performance as provided in section 8 of this Contract, the Owner shall have the right, but not the obligation, to complete the punch list items. Final Payment in the amount of Thirteen Thousand Two Hundred Thirty-Five Dollars and 60/100 (\$13,235.60) shall be made when punch list items are done and keys are exchanged. Final Payment (10% RETAINAGE) shall be paid within thirty (30) days of i) completion of the punch list items in a good and workmanlike manner and (ii) submission of all closeout documentation to the Owner.

(H) Lien Waivers.

(1) For each Application for Payment, the Contractor shall provide lien waivers for the General Contractor, Subcontractors, Sub-subcontractors, and suppliers for Work performed since the previous payment application was submitted to the Owner before the Contractor has the right to receive any payment on its current Application for Payment. All lien waivers shall be provided in the form attached as Exhibit A.

(2) In the event Contractor fails to pay any Subcontractors, Owner shall have the right, but not the obligation, to pay the Subcontractor directly upon receipt of a lien waiver from the Subcontractor, and subtract the amount paid from the Contract Sum.

i. Any payments made by Owner pursuant to this paragraph will be subject to a reasonable administration fee which will be deducted from the Contract Sum. Contractor shall be notified by a written statement when an administration fee is deducted from the Contract Sum.

(I) Changes.

(1) The Band's Contracting Officer may at any time, in writing, make reasonable and /or necessary changes within the general scope of the contract.

(2) If any change is requested by the Contractor that causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under the contract, the Contract Officer is authorized to make an equitable adjustment of a maximum of five percent (5%) in the contract sum. An equitable adjustment will be a fair adjustment made within a reasonable time. Adjustment of a contract in excess of five percent (5%) of the Contract sum must be approved by the Band Assembly for contracts over \$100,000.00. The Contracting Officer may also make an equitable adjustment in the schedule of

values. Failure of the parties to agree to any adjustment shall be covered under the Disputes Clause as a claim. However, nothing in this section or the Disputes Clause shall excuse the Contractor from proceeding on the work.

- (3) Change order mark-up limit of 10% on all labor and materials.
- (4) No payments will be made for additional work performed under the terms of this contract without written approval from the Owner prior to work being performed.

Section 6

TERMINATION BY OWNER FOR CONVENIENCE

(A) The Owner may at any time and for any reason terminate this Contract for convenience. A termination notice citing this section will be delivered in writing to the Contractor's representative and will set forth a date upon which the termination will be effective.

(B) Upon receipt of this notice from the Owner, the Contractor shall immediately cease to incur any costs that may be chargeable to the Owner under this Contract.

(C) In a termination for convenience, the contractor shall also prepare to discontinue performance of the Work in the manner set out below.

1. The Contractor agrees that upon receipt of notice from the Owner it shall:
 - i. cease any and all Work under the Contract in the manner directed by the Owner in the notice;
 - ii. take whatever action(s) necessary, or which may be directed by the Owner, for the protection and preservation of the Work;
 - iii. terminate all existing subcontracts and purchase orders except for work directed in the notice to be performed prior to the effective date of termination;
 - iv. enter into no further subcontracts and purchase orders; and
 - v. assign subcontracts and purchase orders to the Owner as directed.

(D) Following a termination for convenience, the Owner shall be responsible only for payment for services rendered before the effective date of termination. The Owner agrees that it will pay the Contractor within thirty (30) calendar days from the Contractor's submission of a final Application for Payment to the OMB, if the application is approved by the Owner.

(E) Under no circumstance shall the Owner be charged equipment rental in excess of seventy-five percent (75%) of the value of that item (or for any item with a value of \$500 or less) acquired by the Contractor to the date of termination. The Owner will not pay termination charges for any subcontracts, and the Owner shall not be liable for any lost profits or consequential damages.

i) From this amount shall be subtracted the aggregate of all previous payments made by the Owner and other credits due to the Owner. The Owner shall be immediately refunded any amount by which payments to the Contractor exceed the amount of payment to which the Contractor is entitled.

(F) To the extent that the Owner elects to accept legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall execute, deliver and take all steps necessary to effect the legal assignment of such subcontracts, purchase orders and agreements prior to receiving the payments referred to in this Section.

Section 7

TERMINATION BY OWNER FOR CAUSE

(A) The Owner may terminate this contract for cause upon default by the Contractor. Any notice of default will be delivered to the Contractor, and the Contractor's Surety, in writing. The Owner's right to terminate a contract may be exercised if the Contractor does not cure such default within ten (10) business days after receipt of notice from the Contracting Officer specifying default. More time to cure may be provided if deemed reasonable by Owner.

(B) The Contract may be terminated for cause if the Contractor shall be deemed in default. The Contractor shall be deemed in default if the Contractor:

1. Persistently or repeatedly fails or refuses to supply enough properly skilled workers or proper materials;
2. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Work;
4. Fails to deliver the supplies or perform the services within the time specified in the contract or any agreed upon extension;
5. Fails to make progress, so as to endanger performance of the contract;
6. Fails to maintain the appropriate insurance under § 13 and § 15 of this Contract;
7. Fails to perform any of the other provisions of the contract; or
8. Violates the requirements contained in the Mille Lacs Band of Ojibwe Commercial Practices Act, Chapter 5 regarding TERO Compliance. See 18 MLBSA § 401-428; or
9. Is otherwise in material breach of a provision of this Contract.

(C) Any complaint received by the Administration Policy Board regarding a contractor's failure to comply with TERO rules, will be investigated immediately. If the complaint is determined to be worthy of further consideration, the Administration Policy Board shall notify the parties of an appointed time and day for a hearing and settlement discussions. At this time, the Band may terminate the contract for convenience immediately. If settlement is not achieved, the Administration Policy Board may render its own decision based on the evidence and testimony presented. Any decision of the Administration Policy Board under this statute may be appealed to the Court of Central Jurisdiction under 24 MLBSA § 2501. If the Administration Policy Board issues a final decision rendering the complaint against the contractor unfounded, the contractor may seek reimbursement of the contract sum.

(D) This Contract will be terminated for cause if, after written notice and hearing, the Administration Policy Board determines that the Contractor or its representative offered a gratuity to an official, agent or employee of the Band, and intended by the gratuity to obtain a contract or favorable treatment under a contract.

(E) If the Owner terminates this contract, it may acquire supplies or services similar to those terminated to complete the Work. The Contractor will be liable to the Owner for any dollar amounts exceeding the Contract Sum for those supplies or services required to finish the Work.

(F) When the Owner terminates the Contract for one of the reasons stated in subsections A-D of this section, the Contractor shall not receive further payment until the Work is finished.

(G) When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery owned by the Contractor;
2. accept assignment of subcontracts; and
3. finish the Work by whatever reasonable method the Owner may deem expedient.

(H) If the unpaid balance of the contract sum exceeds the costs of finishing the Work, including compensation for administrative and necessary consultant services, and other costs incurred by the Owner, then such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid shall be certified by the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

(I) Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

(J) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable or justified, the termination shall be deemed a termination for convenience, and the right and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Band.

Section 8

SUSPENSION BY THE OWNER FOR CONVENIENCE

(A) The Owner may, for convenience, order the Contractor to suspend the Work for such a period of time as the Owner may deem appropriate. The suspension notice will be communicated by the Owner's representative and will be effective immediately. A confirmation of this suspension will be delivered in writing to the Contractor's representative within twenty-four (24) hours from the decision to suspend.

(B) In the event of a suspension under this section, the Contract Sum will be adjusted for increases in cost. Adjustments to the Contract Sum shall include lost profit.

(C) The Contract Time will be adjusted to coincide with any Work delay caused by suspension unless the Contract Time is subject to non-adjustment for the reasons set out below.

1. No adjustment of Contract Time shall be made to the extent that performance of the Work is, was, or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. No adjustment of contract time shall be made if an equitable adjustment is made under another provision of the contract.

Section 9

TERMINATION BY THE CONTRACTOR

(A) The Contractor may terminate this contract if the Work is stopped for a period of forty-five (45) calendar days through no act or fault of the Contractor, subcontractors, their agents or employees or any other persons or entities performing portions of the Work. The Contractor may also terminate the contract if the Work is stopped for a period of thirty (30) calendar days, through no act or fault of the Contractor, subcontractors, their agents or employees, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

2. an act of government, such as a declaration of national emergency which requires all work to be stopped;

3. because the Owner has not issued a Certificate of Payment and has not notified the Contractor of the reason for withholding certifications; or

4. because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract.

(B) The Contract may be terminated if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the contractor, subcontractors, their agents, employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently

failed to fulfill the Owner's obligations under the Contract with respect to matters important to the progress of the Work.

(C) The Contractor may terminate the contract if, through no act or fault of the Contractor, subcontractors, their agents, employees or any other persons or entities performing portions of the Work under contract with the Contractor, as a result of repeated suspensions, delays or interruptions of the entire Work by the Owner, the Work is delayed for more than one-hundred percent (100%) of the total number of days scheduled for completion, or 120 working days in any 365 day period, whichever is less.

(D) If one of the reasons described in subsections (A) or (C) exists, the Contractor may, upon ten (10) calendar days written notice to the Owner, terminate the contract and seek to recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profits and damages.

Section 10

DISPUTE RESOLUTIONS

(A) The Contractor agrees that all disputes which arise under this Contract, to the exclusion of subsections 7(C) and 7(D), will be adjudicated in the Court of Central Jurisdiction for the Mille Lacs Band. The contractor also agrees that, by signing this contract, the contractor consents to the personal jurisdiction of the Court of Central Jurisdiction. This contract will be deemed a service contract provided for the needs of Band members. *See* 5 MLBSA 113(e). The Contractor agrees that all interpretations of this Contract will be based upon the laws of the Mille Lacs Band.

(B) Any claim by the contractor shall be submitted in writing to the Band's Contracting Officer for a written decision. A claim by the Band against the Contractor, to the exclusion of subsections 7(C) and 7(D), shall be subject to a written decision by the Contracting Officer.

1. "Claim" as used in this section, means a written decision, demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of the contract terms, or other relief arising under or relating to the contract.

(C) A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim. It may be converted to a claim, by complying with the submission requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(D) The Contracting Officer's decision shall be final unless the Contractor appeals the matter within ten (10) days of the Contracting Officer's decision to the Court of Central Jurisdiction for the Mille Lacs Band. The Court shall review the decision of the Contracting Officer under an arbitrary and capricious standard.

(E) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action under the contract, and comply with any decision of the Contracting Officer or the Band's Court of Central Jurisdiction.

Section 11

ADDITIONAL REMEDIES

(A) Notwithstanding the remedies provided in other paragraphs of this Contract, the Owner reserves the right to commence legal action against the Contractor seeking monetary damages, liquidated damages, declaratory or injunctive relief as allowed by law, or any other relief in order to enforce any of its rights under this agreement.

(B) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor.

(C) If the failure to perform is caused by the default of a subcontractor and if the cause of the default is beyond the control, and without the fault or negligence of either the Contractor or the subcontractor, the Contractor shall not be liable for any excess cost for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(D) The Owner shall pay the contract sum for completed services performed and accepted. The Owner may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Owner against loss. Failure to agree on such a sum will be a dispute under the Disputes Clause.

(E) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

(F) The right and remedies of the Owner in this clause are in addition to any other rights and remedies provided by the law or under the contract.

Section 12
JURISDICTION

The Court of Central Jurisdiction is hereby granted subject matter jurisdiction for any cause of action which arises from this contract. See 5 MLBSA 111. Contractors, by signing this agreement, consent to the personal jurisdiction and the subject matter jurisdiction of the Court of Central Jurisdiction. Contractors seeking relief for claims shall be afforded the opportunity to seek relief in tribal court only to the extent of the contents of a properly filed claim under this contract's dispute resolution section. No claims will be permitted beyond the Contract Sum.

Section 13
INDEMNIFICATION – REIMBURSEMENT- INSURANCE – WORKERS COMPENSATION – SUBROGATION WAIVERS

(A) To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Mille Lacs Band of Ojibwe and all its members, entities, officers, agents and employees, from all suits, liens, charges (including attorneys' fees, costs & disbursements), damages, and liabilities relating to personal or bodily injury, sickness, illness, death, and damage to or destruction of property in any manner connected with the execution of the Work provided for in this Contract.

(1) Indemnification for property damage under this section consists of any work or omission of Work contracted to be done by Contractor or his subcontractors, employees, or agents.

(2) Indemnification for the aforementioned damage could also occur when the Contractor, Subcontractors or suppliers use materials, equipment, instrumentalities, or other property, regardless of whether or not harm is caused in part by a party indemnified. Excluded from this list are claims, loss, damage, costs or expenses resulting from risks that the Owner is required to insure against.

(3) The Contractor also agrees, without limiting any indemnification under subsection (1), to indemnify and hold harmless the Owner, its agents and employees, from such claims, damages, or liabilities for which the Owner, its agents and employees may be liable.

(4) The Contractor agrees to reimburse the Owner, its agents and employees for all costs and disbursements, including attorneys' fees, paid or incurred to enforce the provisions of this section.

(5) The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) as will ensure the provisions of this section.

(B) In claims against any person or entity indemnified under subsection (A) by an employee of the Contractor, a subcontractor, or anyone directly or indirectly employed by them, the indemnification obligation under subsection (A) shall not be limited by an amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

(C) To the fullest extent permitted by law, and without limiting any other indemnification obligation of the Contractor, the Contractor shall indemnify and defend the Mille Lacs Band of Ojibwe and all of its members, entities, directors, officers, assigns, lenders, agents and employees from any claims, liens, charges (including attorneys' fees), or encumbrances (including but not limited to mechanic's liens or bond claims) in connection with the performance of the Work. This indemnification shall not include instances where the Owner has failed to make payments when required under the Contract Documents. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner or its property. If the Contractor fails to remove the liens, then the Owner is authorized to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred. The Contractor is not required to insure over the indemnity obligations to the extent such obligations are imposed in this subsection (C).

Section 14

BONDING REQUIREMENT

a. In construction contracts that are federally funded or deemed commercial, bonding is required. These types of contracts shall demand a performance bond of not less than twenty percent (20%) of the total contract price, but not to exceed \$500,000.00. A performance bond requirement is to ensure that, if a contractor defaults, the Band may request that the surety pay the expenses incurred to complete the construction contract.

b. In addition, all construction contracts identified as federally funded or commercial, shall be covered by a payment bond equal to one payment installment to cover subcontractors/ suppliers as determined by the Contracting Officer or his agents. The payment bond must contain language stating that if the contractor fails to make a payment to its subcontractors/suppliers, the surety will make the necessary payment.

c. For all Band funded residential construction projects, a performance bond is required for contracts in excess of \$50,000.00. The performance bond shall be at a minimum twenty (20%) percent of the contract price, but not in excess of \$500,000.00.

See Miller Act, 40 U.S.C. 3131 – 3134. See also 7 MLBSA 17 (amended Oct. 14, 2005).

Section 15

CONTRACTOR'S LIABILITY INSURANCE

(A) The Contractor shall purchase and maintain from a state authorized company such insurance as will protect the Contractor, defined as the business owner and personnel, from such claims set forth below and for which the Contractor may be legally liable:

(1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- (2) claims for damages because of bodily injury, sickness, disease, or death of the Contractor's employees;
- (3) claims for damages because of bodily injury, sickness, or death of any person other than the Contractor's employees;
- (4) claims for damages insured by usual personal injury liability coverage;
- (5) claims for damages, other than to the Work itself because of destruction of tangible property, including loss of use.
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of use of a motor vehicle;
- (7) claims for bodily injury or property damage arising out of completed operations; and
- (8) claims involving contractual liability insurance applicable to the Contractor's obligations under Indemnification subsection (A).

(B) The insurance required by this section shall be written for coverage seen in subsection (C) or otherwise as required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until either the date when coverage ends or one year after project completion whichever is later.

(C) The insurance provided by the Contractor shall be written for not less than the following, or greater if required by law: Workers' Compensation - (Policy to include a waiver of subrogation in favor of the Owner.) Employer's Liability - Bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 contract limit; bodily injury by disease - \$500,000 each employee. Commercial General Liability - (without limit to Premises Operations; Independent Contractors; Contractual Liability; Products and Completed Operations; Explosion, Collapse and Underground Liability ("XCU"); Broad Form Property Personal Injury and Advertising Liability (employment exclusion deleted; Incidental Medical Malpractice; Amendment of Pollution Exclusion-hostile fire; Cross-liability and severability of interest; Minimum Coverage \$1,000,000 C.S.L. Commercial Automobile Coverage \$1,000,000 D.S.L. All of the above insurance shall be on an occurrence policy form. The Contractor shall maintain the required insurance continuously before commencing work to a period of at least twelve months after final completion. The Contractor's Contractual Liability Insurance shall cover the Contractor's obligations under Indemnification subparagraph (1) and any other contractual defense or indemnity obligation of the Contractor under this contract.

(D) The Contractor shall not allow insurance required by this Agreement to lapse, be cancelled, be reduced in limits or coverage, non-renewed, materially changed or have restrictive modifications added during the life of the Agreement. All insurance policies and certificates of insurance shall contain a provision that afforded coverage shall not be cancelled, reduced in limits of coverage, materially changed, or have restrictive modifications added, without sixty (60) days prior written notice to the Owner. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. Failure of the Owner to object to a lack of a Certificate of Insurance or to the coverages indicated thereon or provided by the Contractor shall not constitute a waiver by the Owner of any of the Contractor's obligations. If insurance coverage is required to remain in force after final payment and is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the close-out documentation. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, shall be furnished by the Contractor to the Owner with reasonable promptness.

(E) Commercial General Liability insurance required to be provided by the Contractor shall include the Owner as a named additional insured using ISO Form 2010. Policies for such insurance shall provide that such insurance is primary.

(F) In the event the Contractor fails to procure or maintain any insurance coverage required under this Agreement, the Owner may either purchase such coverage and deduct the cost thereof from any monies due to the Contractor, or suspend/terminate this contract.

(G) Compliance by the Contractor with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.

(H) The Contractor and any of its subcontractors, sub-subcontractors, agents and employees shall waive any of their subrogation rights on their Workers' Compensation Policy in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though they would otherwise have a duty of indemnification, did not pay the insurance premium and irrespective of an insurable interest.

Section 16

WAGES, HOURS, AND SAFETY

(A) Labor Standards, Hours and Wages

All contracts in excess of \$5,000, related to the Work and involving employment for construction must comply with federal and state labor laws, wherever applicable. Specifically, contractors, subcontractors and other contract parties shall comply with the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. § 3701 *et seq.*), the Fair Labor Standards Act (FLSA) of 1938 (29 U.S.C. § 201 *et seq.*) and the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101) *whenever Federal dollars are used in the construction contract process.*

(1) Under the requirements of Subsection (A), each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours in a calendar day or forty (40) hours in the work week. The Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. *See 7 MLBSA § 19(e).*

(2) All construction contracts, regardless of the source of the contract's funding, must comply with the Davis-Bacon Act (40 U.S.C. § 276(a) *et seq.*). Under the Act, laborers and mechanics must be paid no less than the minimum wage as determined by the Secretary of Labor. All contracts over \$75,000.00, regardless of funding, must comply with COMMUNITY DEVELOPMENT COMMISSIONER'S ORDER 001-06, dated October 30, 2005.

(3) Every contractor and subcontractor, regardless of the source of the contract's funding, will be prohibited from inducing a person employed in the construction, prosecution, completion or repair of any public works project to give up any compensation to which they are entitled in exchange for the award of any Band construction contract. *See Copeland "Anti-Kickback Act" (40 U.S.C. § 276(c)). The Mille Lacs Band will prosecute and report all suspected or reported violations to appropriate law enforcement officials. See 7 MLBSA § 19(c).*

(B) Environmental Compliance

(1) Contracts in excess of \$10,000.00 shall require compliance with all codes of federal regulations and all applicable standards regarding environmental protections. **Violations and suspected violations will be reported by the Owner to the BIA and the EPA.**

(2) In addition to the requirement set forth in subsection (1), contracts and subcontracts in excess of \$100,000.00 require compliance with all applicable standards or requirements issued under the Clean Air Act (42 U.S.C. § 7401-7661 *et seq.*). Contracts in excess of \$100,000.00 must also comply with the Clean Water Act (33 U.S.C. § 1251) and United States' Executive Order 11738. United States' Executive Order 11738 is a declaration that governs the administration of the Clean Air Act in connection with federal grant construction projects. **This Executive Order requires the reporting of violations by the Owner to the grantor agency.** *See also 7 MLBSA § 19(h).*

(3) Compliance for all Contracts shall be required regarding mandatory standards and policies for energy efficiency requirements under the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*)

(4) In addition, all contracts with the Band as the Owner shall comply with Tribal Law regarding protection of Tribal Cultural Resources (10 MLBSA § 2-5, 301-313) and Environmental Law (11 MLBSA § 103-123). No contractor or subcontractor shall be permitted to use hazardous materials in their construction efforts. Hazardous materials shall be defined as asbestos, toxic chemicals, waste, acids, alkalis, irritants, contaminants or other pollutants.

(C) Construction Compliance

(1) The contractor, subcontractor, agents and employees associated with the Work, shall comply with the Fair and Equitable Housing Act (42 U.S.C. § 3601 *et seq.*) as well as the Equal Credit Opportunity Act (15 U.S.C. § 1691). Compliance shall be required for minimum wage and maximum labor hours, "in any agreement relating to a federal, state or agency financial assistance housing program." *See FAIR AND EQUITABLE HOUSING ACT (42 U.S.C. § 3601 §§ 114.14).*

(2) The contractor, subcontractor, agents and employees associated with the Work, shall comply with ISO Rules and the Federal Building Codes (10 C.F.R. § 434, 10 C.F.R. § 435). In addition, the contractor, subcontractor, agents and employees associated with the Work, shall comply with Minnesota state law regarding building codes. Contractors, subcontractors, employees and agents shall be responsible for compliance with the Administration of State Building Codes (MN Rules Chapters 1300.0100 – 1300.6300; 1303.1600; 1303.1900; 1305.0010-.7100; 1309.0010 -.0703), the Minnesota Plumbing Code (MN Rules Chapters 4715.0100 – 4715.6000) and the Minnesota Energy Code (MN Rules Chapters 7670.0100 – 7670.1115). Finally, the contractor, subcontractor, agents, employees and others associated with the Work, shall be responsible for familiarity and compliance with the International Building Codes (I.B.C. Rules 101.3 – 3401.3), the International Residential Codes (I.R.C. Rules R302 – P2902) and the International Fuel and Gas Codes (I.F.G.C. Rules 106.1 – 506.3 *et seq.*).

(3) Acceptance of Nonconforming Work. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

Section 17 WARRANTIES

The Contractor shall provide to the Owner any commercial warranty normally offered to the public. The Owner will not accept delivery of supplies and equipment "as is" unless the Contracting Officer has previously agreed in writing to accept supplies in such condition. The Contractor shall comply with the Minnesota Statute on Warranties (MN STAT. § 327B.02, 327B.03) and Housing Warranties (MN STAT. § 327A.01 – 327A.05). In addition, the Contractor shall comply with Minnesota state law regarding contractor licensing (MN STAT. § 327B.04 – 327B.09). Finally, the Contractor shall comply with Band

law regarding Commercial Practices (18 MLBSA § 1-10, 101-112, 301) and Procurement of Construction Contracts (7 MLBSA § 1-36).

Section 18

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been retained to solicit or obtain this Contract upon an agreement or understanding for a commission, brokerage or contingent fee, except a bona fide employee or bona fide established selling agent maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Band shall have the right to terminate the Contract without liability and separate from the termination sections listed previously in this Contract. In this instance, the Band shall be able to deduct from the contract sum or otherwise recover the full amount of such commission.

Section 19

PATENTS AND COPYRIGHTS

This Contract is subject to all Mille Lacs Band requirements and regulations pertaining to reporting and copyright/patent rights under any contract for research, development, experiments, or demonstration work, and with respect to any discovery or invention which arises in the course of such contract. See 7 MLBSA § 19(f).

Section 20

INDIAN PREFERENCE

(A) A contractor shall give preferential employment under the contract, including subcontracts, to Band members and qualified Indians. Qualified Indians are persons defined under 25 C.F.R. § 273.2(j), see below, that meet posted or available job requirements. *Andrus v. Glover Construction Co.*, 446 U.S. 608 (1980) (footnote 3, citing 20 BIAM Bull. 1 (March 3, 1976)); See also 25 C.F.R. § 162.5a (1978); 41 C.F.R. § 14H-3.215-70 (1977).

An Indian is defined under the Indian Self-Determination and Education Assistance Act as a person who is a member of an Indian tribe. 25 C.F.R. § 273.2(j). The Act also defines Indian tribes as, "any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians." 25 C.F.R. § 273.2(g).

Contractor shall also provide employment and training opportunities to Indians regardless of age, religion or sex that are not fully qualified to perform under the contract where such would be consistent with contract performance. The contractor shall comply with all Indian preference requirements established by the Mille Lacs Band. Failure to comply with these requirements may lead to termination for cause under section 8 of this contract. See 18 MLBSA § 401-428; 7 MLBSA § 21-24; see also INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, 25 C.F.R. § 273.45; see also Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. § 1701(3) and 25 C.F.R. § 135).

(B) Indian Preference shall mean awarding a contract or a subcontract with a priority first given to qualified Mille Lacs Band Members. The second priority shall be given to qualified members of other federally recognized Indian tribes. The third priority will be given to all other non-Indian persons. See 25 U.S.C. § 450e; See also MLB EXECUTIVE ORDER 122-97, August 19, 1997.

(C) If a contractor or any of its subcontractors are unable to fill employment openings after giving full consideration to Indians as required in subsection (A), these employment openings may then be filled by

other persons under the conditions set forth in the Equal Employment Opportunity clause of the contract. The contractor agrees to include this clause or one similar in all subcontracts issued under the contract.

(D) Indian Preference shall also mean that contracts bid by Band member contractors that are within 10% of the lowest competitive bid shall be given the opportunity to negotiate an acceptable bid. See 25 U.S.C. § 450e.

Section 21
EQUAL OPPORTUNITY

During the performance of a contract and after complying with the Indian Employment Preference clause of the contract the contractor agrees as follows:

(A) The contractor will not discriminate against any employee or applicant for employment because of race, age, religion or sex. The contractor will take affirmative action that applicants are employed and that employees are treated during employment without regard to their race, age, religion or sex. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; layoff or termination; rates of pay or other forms of competition.

(B) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, religion or sex.

(C) The contractor will include provisions of these sections in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Mille Lacs Band may direct to enforce such provisions, including sanctions for non-compliance. See Indian Self-Determination Act (25 C.F.R. § 450e). If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor *may request* the Mille Lacs Band to enter such litigation to protect the interest of the Mille Lacs Band. However, nothing in this paragraph shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any court of competent jurisdiction.

(D) If no Indian business is available under the conditions of subsection (B), then the contractor agrees to accomplish the maximum amount of subcontracting with small or minority businesses if available.

Section 22
USE OF INDIAN BUSINESSES

(A) As used in this section, the term "Indian Businesses" means Indian organizations or an Indian owned economic enterprise as defined in the code of Federal Regulations or the laws of the Mille Lacs Band. See INDIAN BUSINESS DEVELOPMENT PROGRAM (25 C.F.R. § 286.1 – 286.22).

(B) The contractor agrees to give preference to qualified Indian businesses in the awarding of any subcontracts entered into under this contract. The contractor shall comply with any preference requirements regarding Indian businesses established by the Mille Lacs Band.

Section 23
BUY INDIAN PROVISIONS

All contractors and subcontractors who conduct business on lands under the jurisdictions of the Mille Lacs Band of Ojibwe pursuant to a contract or subcontract with the Band shall comply with the provisions of the Buy Indian Act (25 U.S.C. § 47).

Section 24
ASSIGNMENTS

No contract or subcontract awarded by the Mille Lacs Band of Ojibwe or any of the rights or interests or obligations therein may be assigned without the written approval of the Contracting Officer.

Section 25
TAXES

- A) The Owner is exempt from Minnesota State Sales Tax. For the purchase of supplies for construction, the Owner shall be the consumer and the state tax exemption will apply. The Owner shall provide the successful Contractors with a copy of their exemption certificate. Contractors must supply this copy when purchasing materials for construction, as well as Form ST8TG from the Minnesota Department of Revenue. *See also* MN STAT § 297.71-.74. Once the Contractor completes the purchase, the Contractor shall supply the Owner with copies of the Form ST8TG and other documentation of material costs. This exemption does not apply for the purchase of materials in road construction. 22 MLBSA § 508.
- B) The Administrative Policy Board may assess an Employment Rights Fee for the following:
 - 1) Contractors and subcontractors receiving contracts of \$100,000.00 or more shall pay 0.5% of the total contract sum pursuant to 22 MLBSA § 601. *See also* 18 MLBSA § 417.
- C) Contractor must also comply with the following:
 - 1) The Contractor has met the hiring goals of the TERO Compliance Officer, or
 - 2) The TERO Compliance Officer determines that the Contractor has made a substantial effort to train and employ Indian workers. 18 MLBSA § 401-428.

Section 26
UTILITIES

Contractors shall pay utility bills associated with the work at the construction site until the Contract has been closed out. The contract will be deemed finished and closed out when keys are turned in and punch list items completed.

Section 27
AUDIT

- A) To the extent required by law, the contractor agrees that the Mille Lacs Band, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractors shall maintain all records kept in the normal course of business for three years after the Mille Lacs Band makes final payments and all other pending matters are closed.
- B) In addition, for the sake of potential audits, please include documentation of all physical changes to the Work in the project's close-out documentation.

Section 28
AMENDMENT

This Contract may be amended or modified only by a written instrument, added as an addendum and consecutively numbered. Each addendum must be signed by the parties, and approved, if necessary, by the Mille Lacs Band, through the Mille Lacs Band of Ojibwe's Band Assembly.

Section 29
SEVERABILITY

If any provision of this contract, or its application to the Owner and the Contractor is held invalid, the remainder of the contract and the application of other provisions to the Owner and the Contractor shall not be affected.

Section 30

RATIFICATION

This contract is effective and enforceable once it is finally ratified by the Band Assembly pursuant to 3 MLBSA § 2(f) cited below.

The Band Assembly shall have power:

- (f) To ratify agreements, contracts, cooperative and reciprocity agreements and memoranda of understanding.

Section 31

SOVEREIGNTY AND WAIVER OF RIGHTS

Any waiver regarding this contract must be explicit, written and authorized by the Owner; nor will provisions in § 12 of this contract waive the Sovereign Immunity of the Mille Lacs Band of Ojibwe. Furthermore, claims beyond the scope of this Contract will not be permitted. Injunctive relief is an acceptable alternative. This contract will not govern any separate bonding agreement. Nothing else in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in the Court of Central Jurisdiction. *See 2 MLBSA § 5.* Nothing in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any other court of competent jurisdiction. *See 2 MLBSA § 5.* Any waiver of rights by the Owner, under this Contract, in one single instance, does not create a continuous and overall waiver of rights. *See 2 MLBSA § 5.*

Section 32

ENTIRE AGREEMENT

(A) This Contract, including Forms and Addenda, constitutes the entire agreement between the parties regarding this subject matter. No representations have been made by any party, or any agent of any party, other than the terms and conditions set forth in this document. All prior and contemporaneous conversations, possible and alleged agreements, representations, covenants or omissions concerning the subject matter are void and have not been relied upon in any way by the Owner and the Contractor.

(B) The terms and conditions of this Contract are contractual in nature, and not a mere recital. This Contract shall constitute a legal, valid, and binding obligation of the parties, enforceable in accordance with its terms, and shall inure to the benefit of the parties.



Community Development **REQUEST FOR PROPOSAL**

OWNER: MILLE LACS BAND OF OJIBWE
43408 OODENA DRIVE
ONAMIA, MN 56359

DATE ISSUED: December 7, 2021

BID DATE: February 9, 2022

PROJECT: Lake Lena Community Center Playground

TO: Qualified Playground Equipment Contractors

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

The Mille Lacs Band of Ojibwe, Community Development office will be accepting sealed bids for preparation of area, purchase and installation of a playground to be located at the Mille Lacs Band of Ojibwe District III Lake Lena Community Center. Bids will be due Wednesday 9 February 2022 at 3:00 PM. Bids received will be opened and qualified by the Mille Lacs Band of Ojibwe on Thursday 10 February 2022 at 10:00 AM.

A mandatory pre-bid site visit will be held Thursday January 20th at 1:00 PM at the Lake Lena Community Center located at 45749 Grace Lake Rd., Hinckley, MN. Directions to site: Take HWY 48 east from Hinckley 21 miles to Grace Lake Road. Take a left (north) on Grace Lake Road. Go 4 miles, Community Center will be on the left side of the road.

General Notes:

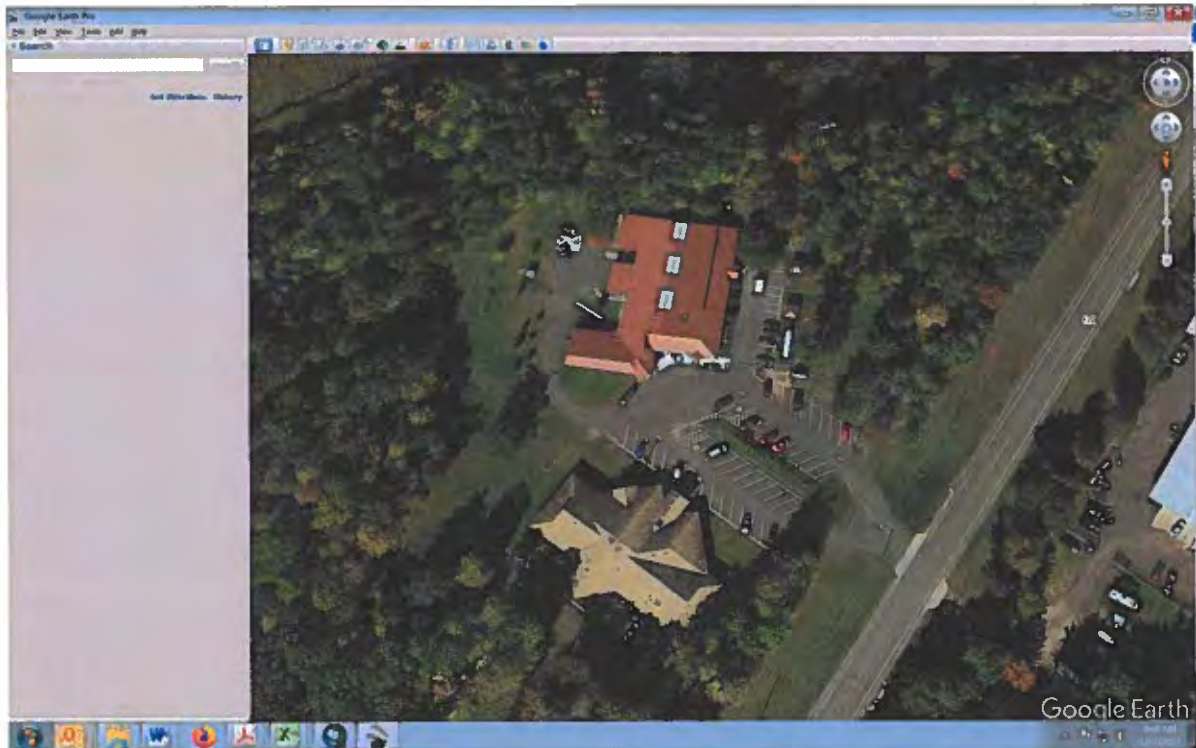
- 1. Project is a Federal Davis-Bacon Commercial Project. As such certified payroll will be collected and all workers must be paid at or above the Commercial Davis Bacon Wage rate in force at the time of this RFP issue date.**
- 2. It is the Contractors responsibility to identify any and all discrepancies in the scope of work, not meeting Industry Standards or that which is inconsistent with the International Residential Code (IRC), and Mille Lacs Band of Ojibwe 2016 MLB Project Specification Book.**
- 3. All electrical wiring, apparatus and equipment for electric light, heat and power, technology circuits or systems shall comply with the rules of the Department of Commerce or the Department of Labor and Industry, as applicable, and be installed in conformity with accepted standards of construction for safety to life and property.**
- 4. Contractor must reconnect all utilities, service panel or service feed. Also includes gas, propane. Include such equipment or materials identified in the pre-bid conference.**
- 5. Contractor will secure all permits and fees.**
- 6. Contractor is responsible for a thorough investigation of the scope of work.**
- 7. Contractor will repair any damage to the property or structure created by the scope of work.**
- 8. Contractor shall be responsible for all debris removal related to all work performed under this work scope.**

9. NO WORK SHALL BE PERFORMED UNTIL ALL REQUIRED PERMITS HAVE BEEN ISSUED AND COPIES IN THE POSSESSION OF THE PROJECT COORDINATOR AND /OR MILLE LACS BAND BUILDING OFFICIAL.

COMMUNITY DEVELOPMENT WILL, TO THE GREATEST EXTENT FEASIBLE, GIVE PREFERENCE IN THE AWARD OF CONTRACT TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES.

Work Scope Description:

1. Playground equipment needed for age group(s) 5 to 12 years.
2. Budget amount for all-inclusive package including all items is \$135,000.00. Owner will select preferred equipment package from venders to determine contract award.
3. Please submit 2-3 designs for review.
4. Final color selections will be made by the Owner. Provide color package templates. Once selected, contractor shall produce selected color drawings for final approval.
5. Provide product data for all equipment being proposed and cost breakdown for all items.
6. Approximate area of playground base is 2400ft².
7. Install 4" drain tile, border, rock, geotextile filter fabric. Include ADA access point into the border.
8. Remove sod/topsoil to a depth of 10 inches within perimeter to prepare site for playground equipment installation. Level area. Dipose of excess material off-site.
9. Supply and install 4" perforated corrugated drain tile w/ sock ran to day light with rodent guard installed.
10. Supply and install pea rock to a depth of 4" following installation of playground equipment
11. Install geotextile filter fabric as per manufacturer's recommendation over rock bed.
12. Supply and install 6"x6" **plastic** lumber boarder to 7" above grade, 4" below grade. Double layers with staggered seams fastened every four feet using 12" common spike nails, include a ADA access wedge.
13. Install poured rubber fall protection material to a depth of 9" above geotextile filter fabric.
14. Areas of top soil disturbed by the completion of items in this RFP are to be leveled and or infilled with black dirt and grass seed and starter fertilizer applied.
15. All Contractors and Suppliers must be licensed with the Mille Lacs Band of Ojibwe. Please contact Elizabeth Thornbloom at 320-532-8274 or via email ethornbloom@grcasinos.com for more information.
16. Davis Bacon Commercial Construction wage rates apply.
17. All proposals must be on attached FY 2022 Bid Form.
18. See map below



Contacts:

Interested bidders shall contact Mike Moilanen at mike.moilanen@millelacsband.com to be included on the bidder's list in the event that any addendums are issued for this project.

Mobilization:

1. The Contractor shall be capable of mobilizing his equipment and crews within 6 weeks of the receipt of Notice to Proceed.
2. Contractor shall submit building schedule to Project Coordinator at the time of contract signature by the Contractor.
3. Contractor shall provide means and methods for all building phases of construction.

COMMUNITY DEVELOPMENT/PROJECT MANAGEMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON.

Bidding notes:

1. Submit proposal in lump sum (supply and install), not to exceed amount
2. All Contractors (including subcontractors) must comply with Davis Bacon wage requirements.
3. All Contractors must provide the following along with their bid submittal:
 - a. Completed and signed MLB Community Development Construction Bid Form
 - b. A copy of Current MLB Vendor's License (or a copy of the submitted application)
 - c. A copy of Current Insurance Certificate
 - d. Completed and signed copy of the TERO Compliance Plan
 - e. A copy of Subcontractor/Material Supplier list
 - f. A copy of Authorized Signature Sheet (submitted with first bid submittal)
4. All Contractors must comply with all Mille Lacs Band of Ojibwe American Indian Employment requirements (see 18 MLBSA § 5). Contact Lori Trail at (320) 532-4778.

All proposals MUST be mailed and labeled as follows:

**Mille Lacs Band of Ojibwe
Commissioner of Community Development
Sealed bid: Lake Lena Community Center Playground
P.O. Box 509
Onamia, MN 56359**

****Please note that the bids must be submitted via mail to the P.O. Box. FedEx and UPS will not deliver to a P.O. Box and the Onamia post office will not accept hand delivered items. Please plan accordingly to ensure the timely receipt of your bid submittal. ****

****The Band reserves the right to reject any bid that it is unable to collect at the Onamia post office by the bid deadline date and time, provided that the Band has made diligent and reasonable efforts to collect the bid. The Band reserves this right even in the event that the bid has been postmarked before the deadline.**

PROPOSALS NOT SUBMITTED IN THIS MANNER WILL BE REJECTED.

Licensing:

- 1.** Firms must be licensed with the Mille Lacs Band of Ojibwe. A copy of this license (or the license application) must accompany each bid. Licensing process can take several weeks. If you are not currently licensed with the MLBO, please submit a copy of your license application along with your proposal. Contact Elizabeth Thornbloom at (320)532-8274 or via email at ethornbloom@grcasinos.com with questions regarding licensing and for the license application.

Permit and Contractor Requirements:

Permits: Contractors are responsible to attain all necessary permits for all work, including Mille Lacs Band of Ojibwe (MLBO) Permits. Mille Lacs Band Permit Fee is \$50.00.

Bonding Requirements: In accordance with 2016 MLB Project Specification Book.

- A.** In construction contracts that are federally funded or deemed commercial, bonding is required. These types of contracts shall demand a performance bond not less than twenty (20%) percent of the total contract price, but not to exceed \$500,000.00. A performance bond requirement is to ensure that, if a contractor defaults, the Band may request that the surety pay the expense incurred to complete the construction contract.
- B.** In addition, all construction contracts identified as federally funded or commercial shall be covered by a payment bond equal to one payment installment or cover subcontractors/suppliers as determined by the Contracting Officer or his agents. The payment bond must contain language stating that if the contractor fails to make a payment to its subcontractors/suppliers, the surety will make the necessary payment.

SECTION II – BIDDING FORMS

Bidding Requirements and Contract Forms

COMMUNITY DEVELOPMENT
PROJECT MANAGEMENT

FY 2022 CONSTRUCTION BID FORM REQUIRED FOR ALL BIDS

FIRM NAME: _____

JOB/PROJECT: Lake Lena Community Center Playground

(Item A) Site Prep including stripping, draitile, rock, border, and restoration:

_____ \$ _____
(Written Value) (Dollar Amount)

(Item B) Playground equipment and installation:

_____ \$ _____
(Written Value) (Dollar Amount)

(Item C) Pour in place fall protection and installation:

_____ \$ _____
(Written Value) (Dollar Amount)

BASE BID LUMP SUM PRICE (Sum of Item A + Item B + Item C):

___ One Hundred Thirty Five Thousand _____ \$ 135,000.00
(Written Value) (Dollar Amount)

Acknowledgement of Addendum(s): 1) _____ date 2) _____ date 3) _____ date

BID GUARANTEE PERIOD:

I agree to hold this bid open for a period of 90 days after the bid opening. If this bid is accepted I agree to execute a Contract and/or a Purchase Order with the Mille Lacs Band of Ojibwe along with furnishing all required bonding (if required) and insurances.

TERO COMPLIANCE:

I understand that this company, its subcontractors and all employees performing work on this project will be expected to comply with all Mille Lacs Band TERO Compliance Regulations. Upon being informed that I will be awarded a contract for this project, I will submit all required TERO Compliance Plans directly to the MLB TERO Office for review and approval.

Acknowledgement of TERO Compliance: _____

ATTACHMENTS REQUIRED: Failure to provide any of these attachments will result in bid disqualification.

- o MLB BID FORM (MUST BE SIGNED)
- o MLBO VENDOR LICENSE
- o COPY OF CURRENT INSURANCES
- o LETTER FROM BONDING SURETY

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

FIRM NAME: _____ TELEPHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

This Contract is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to the Contractor, and the remainder to the Owner.

IN WITNESS WHEREOF, we, the undersigned, have executed this Contract on the dates indicated below.

Dated: _____ By: _____
Assistant Commissioner of Administration

Dated: 4/11/22 By: _____
Contractor: Midwest Playscapes
Dominic Dwork
Contractor or his/her Representative

OMB approval: gnall Dated: 4/5/22

OSG approval: Emil Dated: 4/11/2022

RATIFICATION

Pursuant to the provisions of 3 MLBSA §2(f), this Contract was presented to the Band Assembly and is ratified on _____, 20__.

By: _____
Sheldon Boyd
Speaker of the Assembly

2022 Bid Tally Sheet
 Project: Lake Lena Playground
 10-Feb-22

Mille Lacs Band of Ojibwe
 Present:

RYAN JENARO



Mike Milner



Tabitha Boyd



Emily Duven

BIDDERS	Base Price	Alt #1	Alt. #2	Alt. #3	COMMENTS
FLAGSHIP	\$135,000.00				
MID WEST PLAYSHAPES	\$137,357.00				
DEERSTROM'S SONS	\$135,000.00				

INTEROFFICE MEMORANDUM

**To: Administration Policy Board (APB)
Band Assembly, Mille Lacs Band of Ojibwe
Nicole Anderson, Commissioner, Health and Human Services
(HHS)**



From: Curt Kalk Jr., Facilities Director, HHS Health Services

Subj: Service Master Cleaning Contract

Date: March 29, 2022

Greetings,

I believe at this time it is in the best interest of the Mille Lacs Band of Ojibwe's Health and Human Services Departments to extend the Service Master cleaning contract through the end of FY22 to maintain a standard for the services we provide in the District 1 Health and Human Services Building. Please let me know if you have any questions. Miigwech,

Contract Addendum


Date: March 22, 2022
Addendum: Add an additional \$142,350 and extend until September 30, 2022
Description: Cleaning of the HHS building as described in Attachment A of the MLBO HHS Cleaning Contract RFP
C/O #: 033330
Tracking #: n/a
Vendor #: Service Master Recovery #48288
Line Item #: 4300-221-4220-4

The parties hereby agree to the following changes:

1. Additional \$142,350.00 added to this contract. Making total contract amount \$313,170.00 .
2. Date Extension to September 30, 2022

Signature of Contractor:  Date: 3/24/2022
Print Name: Israel Medina

Signature of Contracting Officer: _____ Date: _____
Print Name: _____

OMB REVIEW  3/22/22
Initial & Date
Print Name: Joni Uzal
Title: Financial Analyst

OSG REVIEW  3/28/2022
Over \$7,500 Initial & Date
Print Name: Emily Duven
Title: Deputy Solicitor General

APB REVIEW _____
Over \$7,500 Initial & Date
Print Name: _____
Title: _____

BAND ASSEMBLY REVIEW _____
Over \$25,000 Initial & Date
Print Name: _____
Title: _____

#3



Information Needed for Contract Entry -
For use with Vendor Generated Contracts

Please return this information to Joni Wall In OMB

Please complete this form in its entirety and send it back with your contract.
This information will enable me to obligate the dollars in our accounting system.

Vendor Name: ServiceMaster Recovery Management (SRM) St Cloud #48288

Vendor Address: 501 17th Ave N, St Cloud MN, 56303

Vendor SS# or Fed ID: 41-1357551

Services Being Contracted: Cleaning of the HHS building as described in
Attachment A of the MLBO HHS Cleaning Contract RFP

Where the Services will be performed: 18562 Minobimaadizi Loop, Onamia MN
56359

Who will be the Contracting Officer: Nicole Anderson, HHS Commissioner

End Date of Contract: April 30, 2022

Amount of Contract: \$170,820.00

Account(s): 4300-221-4220-4

Note: If you use more than one account, please list the dollar amount for each account.

OMB Review J Wall for 10/21
CONTRACT # 033330

OSG Review [Signature] 9/16/2021
Over \$5,000 (RYAN SIMAFRANCA)

APB Review PJN 9/24/21
Over \$5,000

Band Assembly Review [Signature] 10/6/2021
Over \$25,000

JA 10-6-21

INTEROFFICE MEMORANDUM

TO: CURT KALK, HHS FACILITIES DIRECTOR
FROM: EMILY DUVEN, DEPUTY SOLICITOR GENERAL
SUBJECT: ADDENDUM TO SERVICEMASTER HHS CONTRACT



DATE: 3/28/2022

The Office of the Solicitor General has completed its review of the contract amendment. See 7 MLBSA § 26(b)(2).

The office has approved the contract amendment, *i.e.*, sanctioned the substantive legal provisions contained therein.

Please contact us if you have any further questions or concerns. We can be reached at (320) 532-7894.

/s/ Emily Duvén _____

Deputy Solicitor General

INTEROFFICE MEMORANDUM

To: Nicole Anderson, Commissioner Health and Human Services (HHS)
Jan Manary – Executive Director HHS- Health Services *JM*



From: Curtis Kalk Jr. - HHS Facilities Director

Subj: Personnel Staffing for Facilities

Ref: Indian Health Service (IHS) Estimated Facilities Personnel to Manage District One HHS Building and the Assisted Living Units in District One and Three

Att: E-mail- IHS Facilities Management

Date: March 15, 2022

In Fiscal Year 2022 a contract was signed for six months with Service Master with the agreement job fairs would be held in all districts to recruit Band members to assume roles in HHS. Additionally, administrative work was being planned to align facilities across Band Divisions and Departments. The results from the job fairs to current is below:

Applicants	Interviews Completed	Applicants Hired	Applicants Remaining Employed
16	6	4	2

Based on the above noted IHS reference the below estimates were given for personnel needed to maintained 100,000 and 180,000 square feet with a campus covering 40 acres:

100,000 square feet of existing space and 40 acres of campus:

1. Nine (9) housekeepers and one (1) supervisor
2. Thirteen (13) facility/maintenance staff

180,000 square feet and 40 acres of campus:

1. Seventeen (17) housekeepers and one (1) supervisor
2. Eighteen (18) facility/maintenance staff

Current staff includes:

- 1. Facilities Director**
- 2. Maintenance Manager**
- 3. Six (6) environmental service technicians; of these two are shift leads**

To current a project plan to align facilities as a centralized service has not been presented. Given this and the fact we are grossly understaffed for the amount of square footage in HHS it is my strong recommendation until there is a plan in place to address the cleaning and maintenance of HHS properties we continue with Service Master Contract.

Please let me know if you have questions.



September 16, 2021

Mille Lacs Band of Ojibwe
18562 Minobimaadizi Loop
Onamia, MN 56359

Mrs. Nicole Anderson,

Thank you for this opportunity to clean your facility located 18562 Minobimaadizi Loop, Onamia, MN 56359. Attention to detail and building an effective relationship takes communication, we are committed to that and strive to exceed your expectations.

ServiceMaster of St. Cloud offer's many options aside from the janitorial proposal. Our floor care program evaluates and extends the life of carpet, tile, and hard surfaces with programmed maintenance. The programmed maintenance in business environments identify traffic patterns where soil builds up and damages carpet fibers and tile. Our monthly floor maintenance stops soil from penetrating to the fiber base, preventing dulling, matting, spotting and excessive carpet wear, and our polyurethane technology eliminates waxing on a frequent basis. Preventive maintenance means longer carpet life and less waxing that will save on capital expenditures.

ServiceMaster Recovery Management (SRM) specializes in fire and water losses for the past 60 years. Using advanced scientific methods, techniques, and products for restoring buildings and personal property, ServiceMaster SRM is the first call insurance companies have trusted. SRM mobilization establishes local resources to address the problem or loss. Our water damage mitigation specialists will place and monitor equipment to achieve optimal results in the shortest amount of time. Restoration Services Technicians handles packing out the inventory and belongings to our climate-controlled warehouse. Then our Reconstruction Technicians put together a plan of recovery. ServiceMaster SRM handles the entire process from loss to recovery.

Our construction service is the finale step in getting your business or home back to normal after a fire, water damage, mold clean-up or sewer back up. ServiceMaster Construction Repair & Service with our experienced staff will start and finish the job to your complete satisfaction. We are dedicated to restoring your business or home to its original condition. Hiring ServiceMaster means that the transition from clean-up to repairs is a seamless "hands off" that significantly reduces the time it takes to get your business restored.

The following pages contain detailed exhibits for each segment of the ServiceMaster contract:

- Exhibit A: Contract Overview
- Exhibit B: Task Schedule (HHS Onamia Building)
- Exhibit C: Controls
- Exhibit D: Quality Assurance Management team
- Exhibit E: Insurance



Contract Outline

EXHIBIT A

Task schedule as defined by HSS facility director.

- 4-5 cleaners would be needed to clean entire facility each evening 6-8 hours each.
- No day porter needed at this time
- 36 hours each day for janitorial services to cover the entire facility.

Contingency plan so that janitorial services are not missed.

- ServiceMaster has a team of cleaning technicians, assistant managers and managers that step in when an employee calls out for any reason.
- Unless an act of God or undrivable weather your facility should not miss a scheduled cleaning

Project work outside of janitorial services are attached in separate quotes at the back of the contract. This includes the following services:

- Carpet Cleaning
- Window Cleaning
- HVAC dust cleaning
- Hard surface restoration and cleaning
- Sanitize/disinfecting services
- Terminal cleaning
- Bio-hazard cleaning

Pricing for janitorial services is based on an hourly rate.

- \$36.50 per hour would be the rate.
- \$1314.00 would be the daily rate based on 36 hours.
- \$6570.00 would be the cost per week based on 180 hours of janitorial services.
- \$28,470.00 would be the monthly cost for janitorial services.

Non-Gaming Vendor License issued by Elizabeth Thornbloom from the Mills Lass Corporate Ventures

- License Number: NGL-20-6122
- Date issued 6/23/2021
- License expires on 6/30/2024

Certificates from AHE enclosed

- Certified Surgical Cleaning Technician

EXHIBIT B



Janitorial Task Schedule

EHS Building

Administration/COH/Family Services/Reception: 5 x's per week Monday thru Friday

- Pull Trashes, Replace Bags
- Pick up debris and vacuum
- Wipe Down High Touch Surfaces* with Disinfectant
- Wash and Clean glass removing smudges and streaks from interior windows and glass
- High dusting as needed
- Clean bathrooms daily
- Pull trashes, replace bags
- Check and Refill dispensers
- Sweep/Pick Up Debris from Floor
- Disinfect Surfaces - Counters, Sink, Toilet, Handles, and Dispensers
- Wash and clean glass removing smudges and streaks.
- Disinfect and remove stains from sinks, toilets, and walls.
- Mop floor - remove stains

General Area: 5 x's per week Monday thru Friday

- Pull Trashes, Replace Bags
- Pick up debris and vacuum
- Wipe Down High Touch Surfaces* with Disinfectant
- Wash and Clean glass removing smudges and streaks from interior windows and glass
- High dusting as needed
- Clean bathrooms daily
- Pull trashes, replace bags
- Check and Refill dispensers
- Sweep/Pick Up Debris from Floor
- Disinfect Surfaces - Counters, Sink, Toilet, Handles, and Dispensers



- Wash and clean glass removing smudges and streaks.
- Disinfect and remove stains from sinks, toilets, and walls.
- Mop floor - remove stains

Lab/Dental/Clinic: 5 x's per week Monday thru Friday

- Pull Trashes, Replace Bags
- Check Sharps and Biohazard replacing inserts as needed
- Pick up debris and vacuum
- Wipe Down High Touch Surfaces* with Disinfectant
- Wash and Clean glass removing smudges and streaks from interior windows and glass
- High dusting as needed
- Clean bathrooms daily
- Pull trashes, replace bags
- Check and Refill dispensers
- Sweep/Pick Up Debris from Floor
- Disinfect Surfaces - Counters, Sink, Toilet, Handles, and Dispensers
- Wash and clean glass removing smudges and streaks.
- Disinfect and remove stains from sinks, toilets, and walls.
- Mop floor - remove stains

Pharmacy: 5 x's per week Monday thru Friday

- Pull Trashes, Replace Bags
- Pick up debris and vacuum
- Wipe Down High Touch Surfaces* with Disinfectant
- Wash and Clean glass removing smudges and streaks from interior windows and glass
- High dusting as needed
- Clean bathrooms daily
- Pull trashes, replace bags
- Check and Refill dispensers
- Sweep/Pick Up Debris from Floor
- Disinfect Surfaces - Counters, Sink, Toilet, Handles, and Dispensers
- Wash and clean glass removing smudges and streaks.
- Disinfect and remove stains from sinks, toilets, and walls.
- Mop floor - remove stains

Circumstances to Be Reported: ServiceMaster employees shall report any circumstances of needed repair of the facility or unusual soiling of an area which may affect the performance of the work, present unhealthy or hazardous conditions, or create any delays or interference with the work caused by the employees of the HHS facility. Such report shall be made immediately upon discovery by the ServiceMaster employee to the facilities director



Our Pledge

At ServiceMaster Clean, our commitment is to our customers. We believe that cleaning is not a commodity but an opportunity to provide remarkable service. That's why we focus on mastering the basics and consistent service delivery as foundational to our business. We partner with our customers to understand their unique needs and continuously monitor the overall condition of their facilities. We pride ourselves on going above and beyond all expectations.

EXHIBIT C

CONTROLS

ServiceMaster has developed controls to facilitate customer communication and to maintain the highest levels of cleaning quality. These controls include the following:

COMMUNICATION LOG - A communication logbook is maintained in each building and or email. At the beginning of each shift, the cleaner reviews the logbook to see if our customer has any specific cleaning requests or concerns. Similarly, our cleaners use the logbook to communicate their needs or observations to customers. There is also the option of using E-mail & cellphone for further communications with managers.

INSPECTION REPORT On a monthly basis, an area manager conducts an inspection of the building and completes a report using the new I-PAD Technology which then is sent directly to our Building contact thru email. This report helps the housekeeper achieve the established quality standards. , One copy is given to and reviewed with the cleaner, and one is kept with the Production Manager.

"EXPRESS TIME" CLOCK-IN SYSTEM - This system allows us to track our employees time and location. (using caller ID) Each employee checks into a computer system when they arrive at the building and also when they leave each night. The system will page us if the employee doesn't show up at the correct time and will also tell us if the employee is not spending what we feel is the proper time in the building in order to keep our standards. This procedure will help ensure that the building is kept in great shape.

FORMAL REVIEW - Semi-annually, ServiceMaster conducts a formal review of service with each of our contacts. We discuss our past cleaning program and set up the program for the next six months. The formal review gives the customer and ServiceMaster an opportunity to evaluate the cleaning service and tailor it accordingly.

TRAINING- Certification process through accredited institutions. This information is available upon request

EXHIBIT D

QUALITY ASSURANCE MANAGEMENT TEAM

Carrie Pyle, Human Resource Manager

Integral to being a strategic planning partner, Human Resource has a "seat at the table" to ensure individuals are selected with capabilities that fit each business's unique personality, needs, and organizational environment. Recruiting and selecting employees is only part of the challenge. Employee retention is a challenge all businesses face.

Armando Gomez & Jesus Valenzuela, are the Management/Training Team.

We have a management team at ServiceMaster that is responsible for maintaining account and employee satisfaction. This team will insure not only your satisfaction, but also the satisfaction of our employees, which go hand in hand. One manager from our team is assigned to your account and will take all responsibility to ensure you are completely happy. These responsibilities include training new employees, so they are prepared to meet company goals/guidelines; to deliver persuasive, motivated, and positive training to cleaners. This training includes, but is not limited to, the following:

- **Cleaning procedures**
- **Safety awareness**
- **Customer service**
- **Quality vs. quantity**
- **Client satisfaction**
- **Proficiency in product and machine procedures**
- **Develop ongoing add-on modules useful in retraining and development sessions.**

In addition to training, they have client responsibilities:

- **To note any problem areas and communicate them directly to their cleaning staff so that the issues are resolved.**
- **To inspect each building and assess the quality of service and to address and correct any areas that may not meet our quality standards. They also frequently walk-through various departments to visually assess the carpeted areas to be included on the monthly ServiceMaster floor crew schedule, if that is part of the contract.**
- **To document conclusions in a quality report that lists not only those areas that require a more thorough cleaning, but also those areas where the quality of service was at or above the ServiceMaster standards.**
- **To be accessible during the workday as a contact for issues that must be**



- responded to and to implement an immediate response, when necessary.
- To be accessible by email to respond to any issues promptly.

NEW POSITION: BUSINESS SERVICES TRAINING MANAGER:

To help us better serve your cleaning needs. The responsibilities include:

All safety training, right to know, bloodborne pathogen, PPE, Slips-trips, & falls, ladder, and back injury prevention

Capture and Removal cleaning system

On site task list orientated cleaning

Certificate testing after 3-days of on-site task list cleaning days

Teal T-shirt orientation with each new staff member to ensure culture and mission statements of ServiceMaster are being adhered to.

SRM Recovery Program: 24/7 response team to large loss and disaster. Information enclosed on this part of our business.

SAFETY

EXHIBIT E

Hours of Operation: ServiceMaster shall perform all work during the assigned time by the facility director, as not to disrupt clinical services. The work will consist of 8 hour days, and 36 hours per week. No overtime will be compensated for.

Conservation of Utilities: ServiceMaster or the facility director shall be directly responsible for instructing employees in utilities conservation practices. ServiceMaster shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include but shall not necessarily be limited to:

Lights shall be used only in areas where and at the time when work is actually being performed.

Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by contracted workers.

Water faucets or valves shall be turned off after the required usage has been accomplished.



Parking for Contractor's Employees & Contractor Vehicles: ServiceMaster employees shall park their personal and Contractor's vehicles during the times and in the area designated by the facility director.

Circumstances to Be Reported: ServiceMaster employees shall report any circumstances of needed repair of the facility or unusual soiling of an area which may affect the performance of the work, present unhealthy or hazardous conditions, or create any delays or interference with the work caused by the employees of the HHS facility. Such report shall be made immediately upon discovery by the ServiceMaster employee to the facilities director.

Hazardous Materials: The cleaning chemicals will be supplied by the facility. HHS will provide Safety Data Sheets (SDS) for all chemicals. ServiceMaster will be responsible to properly train their personnel on the existence and safe use and disposal of hazardous materials.

Safety Hazards: ServiceMaster will be providing services in operational health centers and can be reasonably expected to come in contact with potentially infectious materials, handling chemicals, and fall hazards, among other hazards. ServiceMaster will be responsible for providing their personnel with adequate training for all potential hazards that their personnel may encounter while performing services under this contract to ensure their personnel's safety.

Lost and Found Property: ServiceMaster staff to ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the facility director or to Security immediately.

EXHIBIT F

INSURANCE

- * ServiceMaster has comprehensive General Liability Insurance in the amount of \$1,000,000.00 with a \$5,000,000.00 Umbrella Policy.
- * Worker's Compensation and Occupational Disease Coverage are carried and meet Worker's Compensation laws of Minnesota.
- * All ServiceMaster employees are covered by \$25,000.00 Third Party Fidelity Bond.
- * Certificates of insurance will be made available upon request.



CONTRACT PRICE

EXHIBIT H

SERVICEMASTER CLEANING SERVICES AGREEMENT

This agreement is made this day of November 1, 2021, by ServiceMaster of St. Cloud, Inc. and Mille Lacs Band of Ojibwe, a federally recognized Indian Tribe ("Client")

Whereas, ServiceMaster conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Residential/Commercial Services L.P. ("Franchisor") and not as an agent or partner of its Franchisor.

Whereas, Client desires ServiceMaster to supply contract-cleaning services to the property commonly known as: HHS Mille Lacs Band of Ojibwe, 18562 Minobimaadizi Loop, Onamia, MN 56359.

NOW THEREFORE, the Parties agree as follows:

1. **Task Schedule.** Beginning on November 1, 2021 ServiceMaster will provide contract cleaning services for the area to be serviced described in the Task Schedule," a true and accurate copy of which is attached as Exhibit A to this Agreement. ServiceMaster agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and ServiceMaster.
2. **Personnel.** All personnel furnished by ServiceMaster are employees of ServiceMaster, and ServiceMaster will pay all salaries and expenses of, and all applicable federal and state taxes relating to such personnel. For all purposes of this contract, ServiceMaster will be considered and independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any ServiceMaster employee whose conduct is unsatisfactory to Client.
3. **Covenants.** During the term of this Agreement and for 90 days thereafter, the Client shall not directly or indirectly hire any person employed by ServiceMaster. Client shall not, at any time, disclose to a competitor any pricing or bid information designated as confidential by ServiceMaster.
4. **Terms.** The terms of the Task Schedule or of the price stated in paragraph 5, may be modified at any time by the mutual execution of written change orders by the parties on the form prescribed. All executed change orders shall become part of this Agreement. ServiceMaster will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule. Client will notify ServiceMaster of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the Client's premises, or any other change which

ServiceMASTER Clean

affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of six months unless terminated.

5. **Payment.** The Client shall make payment to ServiceMaster for services rendered at the rate of (\$ 28,470.00) per month, no tax. The first billing will be made on the first day services are rendered and shall be payable in thirty (30) days. Subsequent billings and due dates will be monthly. Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of ServiceMaster, be deemed to be a default and termination without notice by Client. The terms of payment are as follows: upon completion of work and submission of necessary documents for payment, and with the approval of the Commissioner of Health and Human Services or his/her designee. All invoices are subject to the OMB processing schedule.
6. ServiceMaster will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.
7. **Insurance.** ServiceMaster shall provide the insurance coverage set forth below and deliver to Client certificates of insurance upon request.
 - a. Comprehensive General Liability: \$1,000,000.00 with a \$5,000,000.00 Umbrella.
 - b. Worker's Compensation Coverage. \$100,000.00, or as required by law.
 - c. All ServiceMaster employees are covered by a \$25,000.00 Third Party Fidelity Bond.
8. **Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event thirty (30) days' notice is not given, or if Client is deemed to have terminated by default by failing to tender payment when due, or by Client's conduct, which makes ServiceMaster's performance impossible (including a demand for the return of all Client's keys) then ServiceMaster shall have no obligation to continue its performance.
9. This agreement shall be governed by and construed first in accordance with the laws of the Mille Lacs Band of Ojibwe, next in accordance with Federal laws; and third, in absence of any applicable Tribal or Federal law, Minnesota state law. Nothing in this agreement shall be construed as a waiver of sovereign immunity by the Mille Lacs Band of Ojibwe.
10. This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties. This agreement will proceed from Date services begin upon date to be determined.

CLIENT

By: _____

Nicole Anderson
HHS Commissioner
Mille Lacs Band of Ojibwe

SERVICEMASTER

By: _____ 9/6/21

Mark Randall
Authorized Agent



Exhibit F: Safety
Exhibit G: Insurance
Exhibit H: Contract

We at ServiceMaster are confident that we will meet or exceed all the requirements involved in the task schedule and are eagerly looking forward to the opportunity to serve you. If you have any questions or concerns, please feel free to contact me at 1-320-406-4194.

Sincerely,

Mark Randall
Regional Commercial Account Manager
ServiceMaster of St. Cloud, Inc.

Curt Kalk Jr.

Subject: RE: Rough staffing estimate

From: Hartmann, Peter C. (IHS/BEM) <Peter.Hartmann@ihs.gov>
Sent: Thursday, March 14, 2019 12:54 PM
Cc: Scofield, Todd (IHS/BEM) <Todd.Scofield@ihs.gov>
Subject: Rough staffing estimate

Based on our planning software, I ran some rough scenarios.

- 1) 100,000 sq ft of existing space and 40 acres of campus results in the following
 - a. 9 housekeepers and 1 supervisor
 - b. 13 facility maintenance staff
- 2) 180,000 sq ft and 40 acres of campus results in
 - a. 17 housekeepers and 1 supervisor
 - b. 18 facility maintenance staff

The staffing for facilities did not break out a separate supervisor, but included that position in the total for maintenance staff.

Pete

Peter C. Hartmann, P.E., CHFM, C.E.M.
Department of Facilities Management
Bemidji Area Indian Health Service
Room 218 Federal Building
622 Minnesota Avenue
Bemidji, MN 58601
(218) 444-0506
Cell (218) 760-9807
Fax (218) 444-0510
peter.hartmann@ihs.gov

Registered Professional Engineer, Minnesota



CEM

www.peccenter.org/certification

INTEROFFICE MEMORANDUM

To: Band Assembly, OMB
CC: Carmen Kalk, Human Services Executive Director
Brittany Wind, Grants Director
Naomi Christensen, Grants Development Specialist
Dean Reynolds, Emergency Services Coordinator



From: Scott Sand, HHS Finance
Subject: 223-4520-1 Budget Revision
Date: March 23, 2022

Mille Lacs Band Health and Human Services is requesting review and approval for a budget revision in the Food Commods federal grant budget 223-4520-1. This will move funding within the budget to other lines as needed, from health insurance to salary and other benefit lines. Total revision amount is \$24,500. No agency approval needed as the revision is less than 25% of the total budget.

Please contact me at Scott.Sand@hhs.millelacaband-nsn.gov with any further questions or concerns.

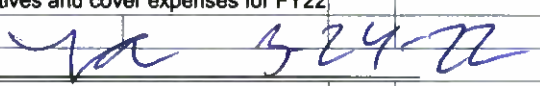
Respectfully submitted.

Attachments:

- 223-4520-1 Revision Sheet
- 223-4520-1 Current Budget

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Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe			Date	3/23/2022	
Budget Revision					
Department	223-4520-1		Check		Revision Type
Program Name	Food Commods		Off		Increase in Revenue and Expenditures
					Contingency Fund Utilization
		Check		X	Increased Expenditures without
Source of Revenue		Off	Amount		Increase in Revenue
3301	PY Fed Grant Rev		145,242.14		
3302	2nd Year Fed Grant		14,313.44		
	Total Changes		159,555.58		
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000	17,012.43	24,000.00	-	41,012.43
Health Insurance	4105	35,264.16	-	24,500.00	10,764.16
Life Insurance	4106	288.85	-	-	288.85
Disability	4107	460.91	500.00	-	960.91
Dental	4108	3,060.57	-	-	3,060.57
Work Comp	4109	2,242.18	-	-	2,242.18
Unemployment	4110	3,493.45	-	-	3,493.45
Retirement	4111	3,789.31	-	-	3,789.31
FICA	4112	4,473.21	-	-	4,473.21
Consulting Contracting	4300	11,804.40	-	-	11,804.40
Training	5000	200.00	-	-	200.00
Office Supplies	6100	1,559.23	-	-	1,559.23
Insurance	6120	2,767.83	-	-	2,767.83
Utilities	6700	337.00	-	-	337.00
Vehicle/Equip Maintenan	6720	2,875.17	-	-	2,875.17
Small Equipment	7000	3,500.00	-	-	3,500.00
Equipment	7100	52,679.09	-	-	52,679.09
IDC	9010	13,747.79	-	-	13,747.79
Totals:		\$ 159,555.58	\$ 24,500.00	\$ 24,500.00	\$ 159,555.58
Cover negatives and cover expenses for FY22					
					
Commissioner Signature		Date	Administration Policy Board		Date



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
4520 - FOOD COMMODS
 For the Five Months Ending Monday, February 28, 2022

3/11/2022
12:32 AM

	February		Fiscal Year to Date					% Used	
	MTD Actual	Encumbrances	Actual	Budget			Revised to Actual		
				Original	Revisions	Revised			
Revenues									
3301	PRIOR YEAR FED GRANT REV	-	-	-	\$145,242.14	\$145,242.14	(\$145,242.14)	-	
3302	2ND YEAR UNUSED FED GRANT REV	-	14,313.44	-	14,313.44	14,313.44	-	100%	
	Total revenues	-	14,313.44	-	159,555.58	159,555.58	(145,242.14)	9%	
Expenditures									
4000	SALARIES	5,236.80	-	26,912.90	-	17,012.43	17,012.43	(9,900.47)	158%
4105	HEALTH INSURANCE	1,019.76	-	3,268.64	-	35,264.16	35,264.16	31,895.52	9%
4106	LIFE INSURANCE	31.22	-	132.60	-	288.85	288.85	156.25	48%
4107	DISABILITY INSURANCE	98.45	-	424.17	-	480.91	480.91	38.74	82%
4108	DENTAL INSURANCE	29.53	-	56.44	-	3,060.57	3,060.57	3,004.13	2%
4109	WORKERS COMPENSATION	73.47	-	399.14	-	2,242.18	2,242.18	1,843.04	18%
4110	UNEMPLOYMENT TAX	-	-	-	-	3,493.45	3,493.45	3,493.45	-
4111	RETIREMENT	110.27	-	535.07	-	3,789.31	3,789.31	3,254.24	14%
4112	EMPLOYERS FICA	400.83	-	2,068.84	-	4,473.21	4,473.21	2,414.37	46%
4300	CONSULTING_CONTRACTING	780.00	8,508.88	780.00	-	11,804.40	11,804.40	2,537.52	79%
5000	TRAINING	-	-	-	-	200.00	200.00	200.00	-
6100	OFFICE SUPPLIES	131.41	-	179.17	-	1,559.23	1,559.23	1,380.06	11%
6120	VEH-GEN LIAB-CYBER LIAB-PROP INS	297.88	-	1,293.58	-	2,767.83	2,767.83	1,484.25	46%
6700	UTILITIES	977.00	-	977.00	-	337.00	337.00	(640.00)	290%
6720	VEHICLE/EQUIPMENT MAINTENANCE	-	687.17	546.89	-	2,875.17	2,875.17	1,941.11	43%
7000	SMALL EQUIPMENT	1,324.91	-	1,324.91	-	3,500.00	3,500.00	2,175.09	38%
7100	EQUIPMENT	-	-	-	-	52,679.09	52,679.09	52,679.09	-
9010	INDIRECT COST	720.11	-	4,451.08	-	13,747.79	13,747.79	9,296.71	32%
	Total expenditures	11,211.54	9,194.05	43,310.43	-	159,555.58	159,555.58	107,051.10	33%
	Revenue over(under) expenditures	(\$11,211.54)	(\$9,194.05)	(\$28,996.99)	-	-	-	(\$36,191.04)	-

GRANT



Mille Lacs Tribal Police Department

43408 Oodena Drive
Onamia, MN 56359
Phone: 320-532-3430
FAX: 320-532-4190

MEMO

To: APB and Band Assembly

From: Carla Big Bear, Office Manager/Communications Center Supervisor

Date: March 29, 2022


Subject: Self Governance Funding

The Mille Lacs Band Tribal Police is requesting an appropriation of \$111,479.00 to the FY2022 budget of 105-1600 for BIA Self Governance Funding.

These funds were not obligated during the budget process for this budget cycle.

Please contact me at extension 7490 if you have any questions.

Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe		Date		3/29/2022	
Budget Appropriation					
Department		Mille Lacs Band Police Department			
Program Name		105-1600 LAW ENFORCEMENT			
		Check		Check	
Source of Revenue		off	Amount	off	Revision Type
BIA Self Governance	Federal Grant		111,479.00		Increase in Revenue and Expenditures
	State Grant		-		Contingency Fund Utilization
	Net Revenue				Increased Expenditures without
	Carryover		-		Increase in Revenue
	Program Transfer				
	Income		-		
	Total Changes		111,479.00		
Expenditures:					
	Account Code	Current Budget	Increase	Decrease	Revised Amount
Misc Incm - Cash Rsrvs	3800			-	-
Forfeitures	3803			-	-
Salaries Reg	4000				-
Health Ins	4105				-
Life Ins	4108				-
Disability	4107				-
Dental Ins	4108				-
Worker's Comp	4109				-
Unemployment	4110				-
Retirement	4111				-
FICA E/S	4112				-
PERA	4113				-
C/L Consult	4300				-
Local Milage	4400				-
Non- Local Travel	4450				-
Telephone	4600				-
Postage	4550				-
Training C/E	5000				-
Misc Expenses	5700				-
Office Supplies	6100				-
Insurance	6120				-
Law Enforc Emer Med Spl	6200				-
Print/Copy	6300				-
Comm Watch Suppl	6400				-
Program Supplies	6401				-
Canine Expenses	6402				-
Space Cost	6500				-
Equip Rpr/Maint	6600				-
Donations	6668				-
Water Supplies	6700				-
Utilities	6701				-
Op & Maint. Vehicle	6720		11,479.00		11,479.00
Uniform Allowance	6800				-
Small Equip < \$500	7000				-
Equipment > \$500	7100		100,000.00		100,000.00
2015 BP Vests Gratin	7101				-
IDC Transfers	9010				-
Totals:		\$ -	\$ 111,479.00	\$ -	111,479.00
		Date	APB Signature		Date
		4/9/22			

REQUEST NO.: OSG267

DEPARTMENT OF THE INTERIOR
 SELF-GOVERNANCE COMPACT/FUNDING AGREEMENT AND AMENDMENTS
 AUTHORITY TO OBLIGATE

COMPACT NO.: GT-OSGT410-22

DOC REQUEST NO.: 4

COMPACT TRIBE/TRIBAL CONSORTIUM: MILLE LACS BAND OF CHIPPEWA

COMPACT PERIOD: Fiscal Year 2022

Award NO: A22AV00091

DATE: Wednesday, February 2, 2022

DUNS NO: 043482988

ACCT Line	BFY	Program	Description	Current Authority	Increase Decrease	Total Authority
1	22-23	T9240	S/G OPERATION OF INDIAN PROGRAMS (OIP)	\$280,026.00	\$1,102,386.00	\$1,382,412.00
10	22-23	F0000	S/G DOI - WILDLAND FIRE MANAGEMENT	\$25,429.00	\$0.00	\$25,429.00
11	2022	95500	S/G HHS-N.E.W. AND TANF	\$2,275,408.00	\$0.00	\$2,275,408.00
13	2022	95400	S/G HHS-CHILDCARE DEVELOP	\$167,411.00	\$0.00	\$167,411.00
14	2022	95800	S/G HHS-CHILDCARE BLOCK	\$489,755.00	\$0.00	\$489,755.00
Total:				\$3,238,029.00	\$1,102,386.00	\$4,340,415.00

Authority to Obligate: All conditions and restrictions contained in 42 BIAM Supplement 4 apply to this agreement. You may not exceed this limitation without additional authority signed by the allottee of these funds.


 Signature of Authorizing Official
 Director, Office of Self-Governance

February 02, 2022
 Date

This Funding Agreement/Amendment is offered under authority of Title IV, P.L. 100-472, P.L. 102-184, and P.L. 93-638 as amended, the Indian Self-Determination and Education Assistance Act.

Listing of Increases/Decreases

Cost Code	Description	Amount
J3035 NON TPA	Law Enforcement - 638 Tribal FY 2022 Distribution of base funding to tribally operated Criminal Investigation & Police Services programs under Public Law 117-70, FY 2022 second continuing resolution (CR) #2. The amount represents the full remaining FY 2022 base funding associated with Indian Affairs' exception apportionment. 22OIP019	\$111,479.00
T9240 TPA/Tribal	Self-Governance Compacts FY22 Distribution of Continuing Resolution (CR)#2 & Exception Apportionment for 100% of FY21 Base Secretarial Amount for Tribal Priority Allocation (TPA) Programs within the Operation of Indian Programs & Operation of Indian Education Programs. Continuing Appropriations Act, PL 117-43. If the final, full FY22 appropriation differs from the FY21 funding levels used to calculate CR, IA will adjust final funding. Adjustments decreasing funding will require tribes return applicable funds to IA. 22OIP007	\$990,907.00
ROLLUP T9240 Total:		\$1,102,386.00
COMPACT TOTAL:		\$1,102,386.00

INTEROFFICE MEMORANDUM

To: Administrative Policy Board

CC: Nicole Anderson, Commissioner, HHS
Jan Manary, Executive Director, HHS-Health Services
Samantha Merrell, Executive Assistant



From: Dianne Holmquist, Public Health Administrative Assistant

Subject: WIC FY22 Appropriation

Date: March 23, 2022

The Mille Lacs Band Public Health and Human Services department is requesting appropriation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) FY22 State Grant dollars. The Grant will be used to provide Salary, Fringe and Mileage for the WIC program.

This appropriation is in the amount of \$28,816.00 for the time period of 10/01/2021 to 09/30/2022.

Respectfully submitted,


A large, stylized handwritten signature in black ink, likely belonging to Dianne Holmquist.

Attachments:

225-4500-2 Budget Revision spreadsheet
225-4500-2 FY22 Current Budget vs Actual
MN WIC Program Year to Date Caseload and Funding

A small, handwritten signature or set of initials in blue ink, possibly "JAM".

Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe			Date		3/21/2022
Budget Revision					
Department			225-4500-2		
Program Name			Public Health WIC Program		
			Check	Check	
Source of Revenue			off	<u>Amount</u>	Revision Type
Federal Grant				-	x Increase in Revenue and Expenditures
State Grant				28,816.00	Contingency Fund Utilization
Net Revenue				-	Increased Expenditures without
Carryover				-	Increase in Revenue
Program Transfer				-	
Income				-	
Total Changes					
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	-	16,138.14	-	16,138.14
Health	4105	-	4,243.97		4,243.97
Life	4106	-	225.00		225.00
Disability	4107	-	240.96	-	240.96
Dental	4108	-	357.90		357.90
Work Comp	4109	-	252.21		252.21
Unemployment	4110	-	-		-
Retirement	4111	-	1,237.70		1,237.70
FICA E/S	4112	-	1,603.00		1,603.00
					-
Contract Services	4300				-
Local Milage	4400	-	2,500.00	-	2,500.00
Non- Local Travel	4450	-		-	-
Communication	4500	-		-	-
Postage	4550	-	-		-
Training	5000				-
Misc.	5700				-
Contingency Acct.	5799				-
Supplies	6100				-
Insurance	6120				-
Office Supplies	6200				-
Print/copy	6300				-
Program supplies	6400	-		-	-
					-
Rent	6500	-		-	-
Building Maint.	6600				-
Program Activities	6800				-
Utilities	6700				-
Vehicle/Equip. Maint.	6720				-
Small Equip.	7000				-
Equipment	7100				-
Construction	7200				-
					-
IDC	9010	-	2,017.12		2,017.12
Totals:		\$ -	\$ 28,816.00	\$ -	28,816.00
<p align="center">  </p>					
Commissioner Signature		Date	Administration Policy Board		Date

Agency	Cashbooks	Base Funding Oct 2021 - Dec 2021	Base Funding Jan 2022 - Sept 2022	Supplemental Funding Oct 2021 - Dec 2021	Supplemental Funding Jan 2022 - Sept 2022	Requests to Increase Administrative Funds (RIAF)	Supplemental Child Travel Funding (SCTF)	Year To Date
Kanabec		5,511 \$	25,424.50 \$	625 \$	1,075 \$	\$	\$	101,698
Kandiyohi Renville		22,646 \$	302,532.00 \$	625 \$	1,075 \$	\$	\$	410,128
Leach Lake		4,442 \$	20,654.00 \$	625 \$	1,075 \$	\$	\$	82,335
Le Sueur Winces		4,540 \$	39,506.00 \$	625 \$	1,075 \$	\$	\$	158,020
Meeker Medford Sibley		17,380 \$	78,835.00 \$	625 \$	1,075 \$	\$	\$	315,340
Millie Lakes County		6,851 \$	31,454.50 \$	625 \$	1,075 \$	\$	\$	125,818
Millie Lakes Reservation		1,462 \$	7,204.00 \$	625 \$	1,075 \$	\$	\$	28,016
Morrison Todd Western		19,251 \$	87,254.50 \$	625 \$	1,075 \$	\$	\$	349,018
Mower		34,411 \$	66,474.50 \$	625 \$	1,075 \$	\$	\$	261,898
Nebber		13,189 \$	59,975.50 \$	625 \$	1,075 \$	\$	\$	239,902
North County		7,753 \$	35,513.50 \$	625 \$	1,075 \$	\$	\$	142,654
Orsted		35,559 \$	180,640.50 \$	625 \$	1,075 \$	\$	\$	642,562
Partnership 4 Health		41,872 \$	189,049.00 \$	625 \$	1,075 \$	\$	\$	755,136
Pine		6,798 \$	31,216.00 \$	625 \$	1,075 \$	\$	\$	224,864
Pelle Norman Mahanomen		12,289 \$	55,925.50 \$	625 \$	1,075 \$	\$	\$	223,782
Quin		12,182 \$	55,444.00 \$	625 \$	1,075 \$	\$	\$	221,776
Red Lake		5,205 \$	24,047.50 \$	625 \$	1,075 \$	\$	\$	96,190
Rice		14,464 \$	49,441.00 \$	625 \$	1,075 \$	\$	\$	197,764
Scott (Jan 2022 - Sept 2022)		19,179 \$	49,441.00 \$	625 \$	1,075 \$	\$	\$	239,097
Scott Carver Cap (Oct 2021 - Dec 2021)		6,033 \$	308,594.00 \$	625 \$	1,075 \$	\$	\$	109,319
Southburre		17,115 \$	77,642.50 \$	625 \$	1,075 \$	\$	\$	310,570
St. Paul Ramsey		23,696 \$	107,257.00 \$	625 \$	1,075 \$	\$	\$	439,028
Stearns		184,896 \$	895,657.00 \$	625 \$	1,075 \$	\$	\$	3,582,628
Washington		47,065 \$	212,597.50 \$	625 \$	1,075 \$	\$	\$	850,030
Wabasha		3,530 \$	16,510.00 \$	625 \$	1,075 \$	\$	\$	66,040
Washington		28,723 \$	129,878.50 \$	625 \$	1,075 \$	\$	\$	519,514
Watonwan		5,072 \$	23,449.00 \$	625 \$	1,075 \$	\$	\$	90,796
White Earth		5,008 \$	27,661.00 \$	625 \$	1,075 \$	\$	\$	110,644
Wilkin		6,711 \$	30,324.50 \$	625 \$	1,075 \$	\$	\$	123,258
Wright CAP		20,464 \$	92,213.00 \$	625 \$	1,075 \$	\$	\$	370,852
Total		1,199,338 \$	5,438,500.50 \$	625 \$	1,075 \$	\$	\$	21,679,543

PLEASE NOTE: BASE FUNDING FOR THE FINAL QUARTER OF THE GRANT CYCLE ENDING 12/31/21

Signature:

Date:

memo

DATE: September 8, 2021
TO: WIC Coordinators
FROM: State WIC Staff
SUBJECT: Funding Changes for FFY 2022

As we approach Federal Fiscal Year (FFY) 2022, several fiscal and procedural changes will be implemented that are included in the new five-year Grant Agreement cycle (January 1, 2022 – December 31, 2026). Please share this information with your administration and financial staff that directly work with the WIC Program. Here is an outline of those changes:

- On October 1, 2021, with the beginning of the new FFY, grant funding will be awarded annually rather than quarterly. The per participant rate will remain at \$18.00. Local agency funding will be based upon the average participation level from the previous year's 12 closed months of July-June. Local agencies will receive their award letter and annual funding amount at the end of September or early October.
- With this new structure of funding, there will be no quarterly retroactive payments for exceeding anticipated participations levels.
- Local agencies will continue to submit their monthly claim form following the same process.
- Grantees serving less than an average of 100 participants per month during the past *closed* 12-month period will receive a base funding level of \$20,000 instead of funding based on the per participate rate.
- Supplemental Clinic Travel Funding (SCTF) (formerly Above Average Clinic Travel) will be managed separately. Grantees that have estimated costs greater than \$2,000 a year for staff travel time and mileage expenses to a satellite clinic can annually apply for SCTF. There will be a worksheet for agencies to apply for this funding. Directions on this process will be provided later this fall.
- Annual Supplemental Funding will be provided to WIC Grantees. They will receive \$2,500 annually to use for non-recurring supplemental expenses (previously submitted on the LA Expense form, Exhibit 2-1) that support WIC services, such as:
 - Purchase or replacement of equipment and supplies
 - Travel to state-sponsored meetings and trainings (mileage, parking etc.)
 - Breast pumps and supplies

MOM Section 2.1 and Exhibit 2-D are being revised to reflect these changes and will provide guidance on allowed breastfeeding supplies.

Local Agencies will *not need state agency approval* to incur these expenses. LAs should communicate with their financial staff to submit and itemize these expenses on the monthly WIC Claim for Reimbursement form on the "Other" line or if included within another category on the form, provide an explanation of the purchased item(s) in the "Remarks" section. The

State Agency will monitor these expenses for appropriateness on the monthly claim forms and during biennial financial reviews.

- For **COVID-related expenses**, beginning October 1, 2021, the Local Agency Expense Form- WIC Program Activities (**Exhibit 2-1 - Fillable (WORD)**), will **ONLY** be used for reimbursement of COVID-related expenses needed for communication and phone capacity in order to provide remote services. Examples of these expenses are outlined in the **COVID-19 Reference Guidance document** pgs. 15-16, under "funding." This funding will continue to be available during the public health emergency. LAs can submit these expense(s) to your State WIC Consultant for reimbursement using the **revised Exhibit 2-1** which will be posted to MOM after October 1.

To reduce staff time in processing these forms, submit the expense(s) after waivers expire and the pandemic is resolved. The State Agency (SA) will notify agencies of a due date for these forms. Once forms are received, the SA will send an additional funding letter to LAs indicating the increased amount to their award for reimbursement of these expenses.

- The **Request to Increase Administrative Funds (RIAF) Form (WORD) Exhibit 2-C**, will remain available for LAs if unexpected needs arise related to program improvement or general infrastructure to cover non-recurring expenses. Discuss the request with your State WIC Consultant to determine if the request is appropriate for these funds. Availability of these funds varies each year and is not guaranteed.
- **Final reimbursement.** If state WIC funds are available at the end of the federal fiscal year, the State Agency will provide a final reimbursement to Local Agencies to cover as much of their unreimbursed WIC expenses as possible. These final reimbursement payments usually are issued at the end of January/beginning of February.

If there are questions, please notify your State WIC Consultant.

Reference – Complete Listing of Hyperlinks

Exhibit 2-1 - Fillable (WORD)

(https://www.health.state.mn.us/docs/people/wic/localagency/program/mom/exhbts/ex2/2i_fill.docx)

COVID-19 Reference Guidance document

(<https://www.health.state.mn.us/docs/people/wic/localagency/wedupdate/moyr/2020/topic/covid19rfdoc.pdf>)

Request to Increase Administrative Funds (RIAF) Form (WORD)

(<https://www.health.state.mn.us/docs/people/wic/localagency/program/mom/exhbts/ex2/2c.docx>)

Minnesota Department of Health - WIC Program, 85 E 7th Place, PO BOX 64882, ST PAUL MN 55164-0882; 651-201-4404, health.wic@state.mn.us, www.health.state.mn.us; to obtain this information in a different format, call: 651-201-4404

Minnesota WIC Program Year to Date Caseload and Funding Allocations

CFDA#: 10.557

Agency	Caseloads	Base Funding Oct 2021 - Dec 2021*	Base Funding Jan 2022 - Sept 2022	Supplemental Funding Oct 2021 - Dec 2021*	Supplemental Funding Jan 2022 - Sept 2022	Requests to Increase Administrative Funds (RUE)	Supplemental Child Travel Funding (SCTF)	Year To Date
Aitkin-Bacon Knodhchling	13,049	\$ 59,345.50	\$ 175,536.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 237,382
Arnoka	61,384	\$ 276,403.00	\$ 826,709.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 1,105,632
Beltrami	14,396	\$ 64,957.00	\$ 192,371.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 259,828
Benton	10,480	\$ 47,895.00	\$ 140,585.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 190,790
Bloomington	25,439	\$ 115,100.50	\$ 342,801.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 460,402
Blue Earth	13,671	\$ 62,344.50	\$ 183,913.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 248,578
Boks Forta	870	\$ 4,625.00	\$ 14,375.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 22,500
Brown Nicollet	11,528	\$ 52,501.00	\$ 155,003.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 210,004
Carlton Cook Lake St. Louis	41,581	\$ 187,788.50	\$ 560,718.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 750,958
Carver (Jan 2022 - Sept 2022)	4,919	\$ -	\$ 84,542.00	\$ -	\$ 1,875	\$ -	\$ -	\$ 90,617
Cass	5,146	\$ 23,782.00	\$ 68,846.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 75,118
Chicago	6,985	\$ 32,057.50	\$ 93,672.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 128,230
Countywide	32,891	\$ 58,634.50	\$ 173,403.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 234,588
Crow Wing	14,923	\$ 67,778.50	\$ 200,835.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 271,114
Dakota	62,428	\$ 281,555.50	\$ 842,165.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 1,126,223
Dan Ahoines Valley	5,754	\$ 28,518.00	\$ 77,054.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 106,072
Dodge Steele	13,208	\$ 60,065.50	\$ 177,696.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 240,262
Fairbault Martin	4,074	\$ 7,642	\$ 22,314.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 147,832
Filmora Houston	7,642	\$ 35,014.00	\$ 102,542.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 140,054
Fond du Lac	1,922	\$ 18,274.00	\$ 52,332.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 73,086
Goodhue	8,830	\$ 40,380.00	\$ 118,580.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 151,440
Grand Portage	7,541	\$ 34,590.50	\$ 101,178.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 134,238
Hennepin	184	\$ 5,625.00	\$ 14,375.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 22,500
Horton	155,104	\$ 878,583.00	\$ 2,653,279.00	\$ 625	\$ 1,875	\$ -	\$ -	\$ 3,514,372
Isanti	14,637	\$ 66,481.50	\$ 196,974.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 265,946
Isanti CHB	8,501	\$ 38,879.50	\$ 114,138.50	\$ 625	\$ 1,875	\$ -	\$ -	\$ 135,518



MILLE LACS BAND OF OJIBWE INDIANS
 Budget vs. Actual
 4500 - WIC
 For the Five Months Ending Monday, February 28, 2022

2/4/2022
 8:43 AM

	February		Fiscal Year to Date					% Used
	MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	
			Original	Revisions	Revised			
Revenues								
Expenditures								
4000 SALARIES	-	-	\$3,981.50	-	-	-	(\$3,981.50)	-
4105 HEALTH INSURANCE	-	-	1,596.98	-	-	-	(1,596.98)	-
4106 LIFE INSURANCE	-	-	17.73	-	-	-	(17.73)	-
4107 DISABILITY INSURANCE	-	-	40.96	-	-	-	(40.96)	-
4108 DENTAL INSURANCE	-	-	80.90	-	-	-	(80.90)	-
4109 WORKERS COMPENSATION	-	-	12.21	-	-	-	(12.21)	-
4111 RETIREMENT	-	-	237.70	-	-	-	(237.70)	-
4112 EMPLOYERS FICA	-	-	303.06	-	-	-	(303.06)	-
9010 INDIRECT COST	-	-	490.34	-	-	-	(490.34)	-
Total expenditures	-	-	6,741.38	-	-	-	(6,741.38)	-
Revenue over(under) expenditures	-	-	(\$6,741.38)	-	-	-	(\$6,741.38)	-

INTEROFFICE MEMORANDUM



To: APB/BA
CC: Nicole Anderson, HHS Commissioner
Jan Manary, HHS Executive Director
Diane Neal, Interim SUD Director

From: Greta Sorvik, HHS Finance

Subject: CD Outreach Appropriation

Date: April 7, 2022

Mille Lacs Band Substance Use Disorders Department has been awarded state grant dollars and is requesting review and approval for the following appropriations into Mille Lacs Band Fiscal Year 2022:

- CD Outreach \$124,621 Contract: 161681
Award period 7/1/2022 – 6/30/2023

This funding will be used for salary, fringe, and other related expenses outlined in the grant contract for services provided by the Substance Use Disorder Department.

If you have any questions, please do not hesitate to contact me at 320-532-7833 or greta.sorvik@hhs.millelacsband-nsn.gov

Respectfully Submitted.

Attachments:

- Budget Modification Form 222-4610-2
- DHS Grant Contract: 161681
- Current 222-4610-2 Budget

Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe		Date		4/7/2022		
Budget Revision						
Department	222-4610-2	Check		Revision Type		
Program Name	CD Outreach	off		X		
				Increase in Revenue and Expenditures		
				Contingency Fund Utilization		
				Increased Expenditures without		
Source of Revenue		Amount		Increase in Revenue		
3310	State Grant Rev	124,621.00				
3311	PY State Grant Rev	99,134.80				
	Total Changes	223,755.80				
Expenditures:		Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000	57,012.75	68,461.00	-	125,473.75	
Health Insurance	4105	7,976.51	13,479.00	-	21,455.51	
Life Insurance	4106	302.01	353.00	-	655.01	
Disability	4107	235.90	500.00	-	735.90	
Dental	4108	505.37	800.00	-	1,305.37	
Work Comp	4109	100.12	-	-	100.12	
Unemployment	4110	600.00	600.00	-	1,200.00	
Retirement	4111	1,874.40	3,000.00	-	4,874.40	
FICA	4112	2,242.32	2,000.00	-	4,242.32	
Consulting Contracting	4300	13,062.00	13,062.00	-	26,124.00	
Local Mileage	4400	2,000.00	2,000.00	-	4,000.00	
Non-Local Mileage	4450	2,000.00	2,000.00	-	4,000.00	
Communication	4500	773.44	1,680.00	-	2,453.44	
Office Supplies	6100	1,172.94	2,000.00	-	3,172.94	
Program Supplies	6400	22.00	400.00	-	422.00	
Lease Rental	6500	202.97	-	-	202.97	
Vehicle/Equip Maintenance	6720	200.00	200.00	-	400.00	
Program Activities	6800	66.16	200.00	-	266.16	
Small Equipment	7000	52.22	-	-	52.22	
IDC	9010	8,733.69	13,886.00	-	22,619.69	
Totals:		\$ 99,134.80	\$ 124,621.00	\$ -	\$ 223,755.80	
7/1/22-6/30/23 Appropriation						
<i>WA</i>		<i>4-8-22</i>				
Commissioner Signature	Date	Administration Policy Board		Date		

State of Minnesota Department of Human Services Tribal Nation Grant Contract

NOW THEREFORE, this grant, which shall be interpreted pursuant to the laws of the State of Minnesota, is entered into by the State of Minnesota, acting through its Behavioral Health (Alcohol and Drug) Division, (hereinafter STATE) and Mille Lacs Band of Ojibwe, address: 43408 Oodena Drive, Onamia, MN 56359, an independent contractor, and not an employee of the State of Minnesota (hereinafter TRIBAL NATION).

RECITALS

State is authorized to enter into grant contracts pursuant to Minnesota Statutes, section 254A.03 for the following services: Conduct programming that offers techniques and methods for prevention, early intervention, treatment and recovery support services for substance misuse and substance use disorder;

State desires to purchase certain services in connection with substance misuse and substance use disorder prevention and treatment for this Tribal Nation;,

State and the Mille Lacs Band of Ojibwe Tribal Nation have a shared interest in the delivery of delivery of substance use disorder and treatment services in the Mille Lacs Band of Ojibwe Tribal Nation;

STATE, pursuant to Minnesota Statutes, section 254A.03, subd. 1(11), is in need of the following services: The American Indian community with programs that have practical experience and understanding of social and cultural issues related to substance misuse and substance use disorder within the communities they serve;

State, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition of a contract with the State or an agency of the State; and

WHEREAS STATE is permitted to share information with the Tribal Nation in accordance with Minnesota Statute, section 13.46, and

WHEREAS, the Mille Lacs Band of Ojibwe Tribal Nation represents that it is duly qualified and willing to perform the services set forth herein;

GRANT CONTRACT

NOW, THEREFORE, it is agreed:

1. TRIBAL NATION'S DUTIES. TRIBAL NATION shall:

Goal	Objective	Task/Duties	Role Responsible	Due Date
Hire two Chemical Dependency?? Counselor aides: One for each outer district	Post for two Counselor Aides in District 2 and District 3	Mille Lacs Victims Services will advertise and post for Counselor Aides to provide Peer Support with Counselors.	Chemical Dependency Clinical Supervisor Human Resources	February, 2020
Certify Chemical Dependency Counselor Aides as Peer Recovery Support Providers	Counselor Aides will be trained as Peer Recovery Support Providers	Staff identifies Peer Support training and schedules training for Counselor Aides	Chemical Dependency Clinical Supervisor Human Resources	February, 2020
Provide weekly support groups in each District by Counselor Aides	Weekly support group and engage community in recovery efforts	Establish a support group, with location and conduct outreach to community to of group times and locations	Counselor Aides	February, 2020
Contract with six community members to provide recruitment and community support	Engage with six community members to hold recovery events for fellow community members	Conduct outreach to community to identify six members to hold recovery events	Counselor Aides	May 2020

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by TRIBAL NATION pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. TRIBAL NATION will be paid as follows

1.) Compensation shall be consistent with the Program Line Item Budget, which is incorporated into and made a part of the contract as Attachment A: Budget Summary and Justification.

(b.) Reimbursement.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION's performance of this grant contract shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota published by the U.S. General Services Administration in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at <http://www.gsa.gov/portal/content/103168>. TRIBAL Nation shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals & incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed **six hundred twenty-three thousand one hundred five dollars (\$623,105)**.

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall consist of quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets. There will be no cash advance.

(b.) Payments shall be made by the STATE promptly and quarterly after TRIBAL NATION'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Expenditures shall be reported in a form prescribed by the STATE on a quarterly basis and are due within 30 days of the end of the reporting period. Reimbursement may be withheld or denied if required program reports are not received when due.

(c.) Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:**Fiscal Reports** due the 15th day of the month after the end of each quarter. Fourth quarter Fiscal Reports must be submitted no later than July 31st for each budget year of the grant contract to ensure full payment.

- 1. Mid-Year Program Report** due January 15th of each budget year of the grant contract.
- 2. A Year-End Program Report** due June 30th of each budget year of the grant contract.
- 3. A Program Evaluation Report** due August 31st at the end of year one, year two, year three, and year four.
- 4. A Final Program Evaluation Report** due June 30, 2024.

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title N/A of the N/A?? Act of N/A_ (Public law and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. N/A?? federal award name and number N/A??-N/A_. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

3. CONDITIONS OF PAYMENT. All services provided by TRIBAL NATION pursuant to this grant contract shall be performed to the satisfaction of the 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. TRIBAL NATION shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The TRIBAL NATION must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant or future grants the following:

4.1. Any amounts received by the TRIBAL NATION from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated.

4.2. Any amounts paid by the TRIBAL NATION to a subcontractor not authorized in writing by the STATE.

4.3. Any amount paid by the STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by the STATE as non-allowable under the line item budget, clause 2.1(a).

4.4. Any amounts paid by the STATE for which the TRIBAL NATION'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the TRIBAL NATION to perform contract services, in accordance with clause 1 TRIBAL NATION'S Duties.

4.5. Any amount identified as a financial audit exception.

5. TERMS OF CONTRACT. This grant shall be effective on **July 1, 2019**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **June 30, 2024**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. TRIBAL NATION understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and TRIBAL NATION is notified to begin work by the STATE's Authorized Representative. The TRIBAL NATION shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 12. State Audits; 15. Information Privacy and Security; 16. Ownership of Materials and Intellectual Property Rights.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or TRIBAL NATION at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the TRIBAL NATION has breached a material term of the grant contract, or when TRIBAL NATION'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the TRIBAL NATION. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the TRIBAL NATION notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

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

7. Default. If the TRIBAL NATION fails to comply with one or more provisions of this grant contract, the STATE may by written notice claim that the TRIBAL NATION is in default and specify a period of time, not less than fourteen (14) and not more than sixty (60) days from receipt of notification, by which such alleged default must be corrected. TRIBAL NATION shall be notified that should such alleged default fail to be corrected within the specified period, or should the TRIBAL NATION fail to prove the lack of default, the STATE may terminate the contract. Nothing in this section shall limit the STATE's right to cancel the grant contract in accordance with the provisions of clause 6. Cancellation.

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

8.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Donald Moore, phone number: (651) 431-2461 or his successor. Such representative shall

have final authority for acceptance of TRIBAL NATION'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

8.2. TRIBAL NATION. The TRIBAL NATION's Authorized Representative is Crystal Weckert, phone number: (320) 532-4163 ext. 2503 or her successor. If the TRIBAL NATION's Authorized Representative changes at any time during this grant contract, the TRIBAL NATION must immediately notify the STATE.

8.3. Information Privacy and Security. (If applicable) TRIBAL NATION's responsible authority for the purposes of complying with data privacy and security for this grant contract is Crystal Weckert, phone number: (320) 532-4163, ext. 2503 or her successor.

8.4. Project Manager. The STATE'S project manager for this grant contract is Shirley Cain, phone number: (651) 431-4840 or her successor.

9. ASSIGNMENT. TRIBAL NATION shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

10. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

11. SUBCONTRACTS.

11.1. Subcontracts. No rights or obligation of the TRIBAL NATION under this contract shall be subcontracted by the TRIBAL NATION without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The TRIBAL NATION shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

11.2 Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime contractor's receipt of payment from the STATE for undisputed services provided by subcontractor(s) and must pay interest at the rate of one and one-half 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).

12. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

13. FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION. TRIBAL NATION certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

TRIBAL NATION certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based. TRIBAL NATION shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the TRIBAL NATION must certify the following, as required by the regulations implementing Executive Order 12549. TRIBAL NATION'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

- 1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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 grant contract.

14. INDEMNIFICATION AND INSURANCE.

14.1 Indemnification. In the performance of this grant contract by TRIBAL NATION, or TRIBAL NATION'S agents or employees, the TRIBAL NATION 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 the STATE, to the extent caused by TRIBAL NATION'S: 1.) Intentional, willful, or negligent acts or omissions; or 2.) Actions that give rise to strict liability; or 3.) 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 the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the TRIBAL NATION may have for the STATE'S failure to fulfill its obligation under this grant contract.

14.2. Insurance. The TRIBAL NATION agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by the TRIBAL NATION under the grant contract. Upon execution of this grant contract, the TRIBAL NATION shall furnish the STATE with a certificate of commercial liability insurance.

15. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to TRIBAL NATION under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, TRIBAL NATION will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as TRIBAL NATION under this Contract, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it

were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the TRIBAL NATION or the STATE.

- D. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the "welfare system" as defined in Minn. Stat. §13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If the TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract, TRIBAL NATION must immediately notify and consult with the STATE's Authorized Representative as to how the TRIBAL NATION should respond to the request.
- F. Under this Contract, TRIBAL NATION performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this Contract.
- G. TRIBAL NATION's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- H. TRIBAL NATION must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this Contract.

16. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

If any copyrightable material is developed in the course of or under this grant, the STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by the TRIBAL NATION and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

17. WORKERS' COMPENSATION. The TRIBAL NATION agrees to provide acceptable evidence of workers' compensation insurance coverage.

18. NON-DISCRIMINATION. The TRIBAL NATION shall comply with the Indian Civil Rights Act of 1968. The TRIBAL NATION also agrees to comply with the Indian Self-Determination and Education Assistance Act, which provides for preferential employment and training of Indians in programs serving Indians.

19. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one TRIBAL NATION to another.

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

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the TRIBAL NATION. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. The TRIBAL NATION will voluntarily provide voter registration services for its employees and for the public served by the TRIBAL NATION.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C 05.

By: *Lori DeMonico*
AD5E6351892646A

Date: 3/27/2020

Grant No: 161681

2. TRIBAL NATION

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the TRIBAL NATION

By: *Mede Anderson*
C7988BCCCCBE419

Title: HHS Commissioner

Date: 3/30/2020

I certify that the signatories for the TRIBAL NATION have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Tribal Nation to the terms of this grant contract.

(Attorney for Tribal Nation)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): *Maisha Giles*
F60FB8F9878547C

Title: Director

Date: 3/30/2020

Distribution:

Agency - Original (fully executed) contract

Tribal Nation

State Authorized Representative

Attachment A**Mille Lacs Band of Ojibwe Budget Year: 01**

BUDGET SUMMARY: Grant Year July 1, 2019 to June 30, 2020	
CATEGORY	Funds Requested from DHS
Salaries	\$68,461
Fringe Benefits	\$20,732
Contracted Services	\$600
Space Cost (Including utilities)	\$
Equipment	\$
Bonds & Insurance	\$
Copying	\$
Data Processing	\$
Communications	\$1,680
Instate Travel	\$2,000
Out-of-State-Travel	\$2,000
Program Costs	\$2,000
Evaluation	\$12,462
Audit (is required & allowable expense only if agency receives \$500,000 in federal funds)	\$
Staff Development	\$400
Child Care-Day Care	\$
Client Transportation	\$200
Client Housing Costs	\$
Client Incentives	\$200
Client Emergency Funds	\$
Total Direct Costs	\$110,735
Indirect Cost (must submit detail, not just a percentage):	\$13,886
TOTAL	\$124,621

Attachment A

Mille Lacs Band of Ojibwe Budget Year: 2

BUDGET SUMMARY: Grant Year July 1, 2020 to June 30, 2021	
CATEGORY	Funds Requested from DHS
Salaries	\$68,461
Fringe Benefits	\$20,732
Contracted Services	\$600
Space Cost (Including utilities)	\$
Equipment	\$
Bonds & Insurance	\$
Copying	\$
Data Processing	\$
Communications	\$1,680
Instate Travel	\$2,000
Out-of-State-Travel	\$2,000
Program Costs	\$2,000
Evaluation	\$12,462
Audit (is required & allowable expense only if agency receives \$500,000 in federal funds)	\$
Staff Development	\$400
Child Care-Day Care	\$
Client Transportation	\$200
Client Housing Costs	\$
Client Incentives	\$200
Client Emergency Funds	\$
Total Direct Costs	\$110,735
Indirect Cost (must submit detail, not just a percentage):	\$13,886
TOTAL	\$124,621

Attachment A

Mille Lacs Band of Ojibwe Budget Year: 03

BUDGET SUMMARY: Grant Year July 1, 2021 to June 30, 2022	
CATEGORY	Funds Requested from DHS
Salaries	\$68,461
Fringe Benefits	\$20,732
Contracted Services	\$600
Space Cost (Including utilities)	\$
Equipment	\$
Bonds & Insurance	\$
Copying	\$
Data Processing	\$
Communications	\$1,680
Instate Travel	\$2,000
Out-of-State-Travel	\$2,000
Program Costs	\$2,000
Evaluation	\$12,462
Audit (is required & allowable expense only if agency receives \$500,000 in federal funds)	\$
Staff Development	\$400
Child Care-Day Care	\$
Client Transportation	\$200
Client Housing Costs	\$
Client Incentives	\$200
Client Emergency Funds	\$
Total Direct Costs	\$110,735
Indirect Cost (must submit detail, not just a percentage):	\$13,886
TOTAL	\$124,621

Attachment A

Mille Lacs Band of Ojibwe Budget Year: 04

BUDGET SUMMARY: Grant Year July 1, 2022 to June 30, 2023	
CATEGORY	Funds Requested from DHS
Salaries	\$68,461
Fringe Benefits	\$20,732
Contracted Services	\$600
Space Cost (Including utilities)	\$
Equipment	\$
Bonds & Insurance	\$
Copying	\$
Data Processing	\$
Communications	\$1,680
Instate Travel	\$2,000
Out-of-State-Travel	\$2,000
Program Costs	\$2,000
Evaluation	\$12,462
Audit (is required & allowable expense only if agency receives \$500,000 in federal funds)	\$
Staff Development	\$400
Child Care-Day Care	\$
Client Transportation	\$200
Client Housing Costs	\$
Client Incentives	\$200
Client Emergency Funds	\$
Total Direct Costs	\$110,735
Indirect Cost (must submit detail, not just a percentage):	\$13,886
TOTAL	\$124,621

Attachment A

Mille Lacs Band of Ojibwe Budget Year: 05

BUDGET SUMMARY: Grant Year July 1, 2023 to June 30, 2024	
CATEGORY	Funds Requested from DHS
Salaries	\$68,461
Fringe Benefits	\$20,732
Contracted Services	\$600
Space Cost (Including utilities)	\$
Equipment	\$
Bonds & Insurance	\$
Copying	\$
Data Processing	\$
Communications	\$1,680
Instate Travel	\$2,000
Out-of-State-Travel	\$2,000
Program Costs	\$2,000
Evaluation	\$12,462
Audit (is required & allowable expense only if agency receives \$500,000 in federal funds)	\$
Staff Development	\$400
Child Care-Day Care	\$
Client Transportation	\$200
Client Housing Costs	\$
Client Incentives	\$200
Client Emergency Funds	\$
Total Direct Costs	\$110,735
Indirect Cost (must submit detail, not just a percentage):	\$13,886
TOTAL	\$124,621



MILLE LACS BAND OF OJIBWE INDIANS
 Budget vs. Actual
 4810 - CD OUTREACH
 For the Five Months Ending Monday, February 28, 2022

3/11/2022
 10:32 AM

	February		Fiscal Year to Date					% Used
	MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	
				Original	Revisions	Revised		
Revenues								
3311 PRIOR YEAR STATE GRANT REV	-	-	-	-	\$99,134.80	\$99,134.80	(\$99,134.80)	-
Total revenues	-	-	-	-	99,134.80	99,134.80	(\$99,134.80)	-
Expenditures								
4000 SALARIES	5,988.15	-	43,222.16	-	57,012.75	57,012.75	13,780.80	76%
4105 HEALTH INSURANCE	2,586.06	-	10,082.88	-	7,978.51	7,978.51	(2,116.47)	127%
4106 LIFE INSURANCE	18.00	-	128.81	-	302.01	302.01	173.20	43%
4107 DISABILITY INSURANCE	55.00	-	304.02	-	235.90	235.90	(158.12)	167%
4108 DENTAL INSURANCE	168.24	-	583.53	-	505.37	505.37	(58.16)	112%
4109 WORKERS COMPENSATION	11.78	-	96.18	-	100.12	100.12	1.94	96%
4110 UNEMPLOYMENT TAX	-	-	-	-	600.00	600.00	600.00	-
4111 RETIREMENT	208.10	-	977.25	-	1,874.40	1,874.40	897.15	52%
4112 EMPLOYERS FICA	424.89	-	3,182.29	-	2,242.32	2,242.32	(919.97)	141%
4300 CONSULTING CONTRACTING	-	-	-	-	13,082.00	13,082.00	13,082.00	-
4400 LOCAL MILEAGE	-	-	-	-	2,000.00	2,000.00	2,000.00	-
4450 NON LOCAL TRAVEL	-	-	-	-	2,000.00	2,000.00	2,000.00	-
4500 COMMUNICATIONS	134.70	-	1,129.84	-	773.44	773.44	(358.20)	146%
6100 OFFICE SUPPLIES	-	-	259.47	-	1,172.94	1,172.94	913.47	22%
6120 VEH-GEN LIAB-CYBER LIAB-PROP INS	446.82	-	719.91	-	-	-	(719.91)	-
6400 PROGRAM SUPPLIES	-	-	-	-	22.00	22.00	22.00	-
6500 LEASE RENTAL	-	-	-	-	202.97	202.97	202.97	-
6720 VEHICLE/EQUIPMENT MAINTENANCE	425.24	-	667.68	-	200.00	200.00	(467.68)	334%
6800 PROGRAM ACTIVITIES	4.01	-	4.01	-	66.16	66.16	62.15	6%
7000 SMALL EQUIPMENT	-	-	-	-	52.22	52.22	52.22	-
9010 INDIRECT COST	1,025.85	-	7,275.70	-	8,733.69	8,733.69	1,457.99	83%
Total expenditures	11,484.56	-	68,696.62	-	99,134.80	99,134.80	30,439.18	99%
Revenue over/(under) expenditures	(\$11,484.56)	-	(\$68,696.62)	-	-	-	(\$68,696.62)	-

GRANT

INTEROFFICE MEMORANDUM



To: APB/BA
CC: Nicole Anderson, HHS Commissioner *va*
Carmen Kalk, HHS Human Services Executive Director *CKalk*
Rachel Shaugobay, Family Services Director

From: Greta Sorvik, HHS Finance

Subject: ICWA Primary Appropriation

Date: April 7, 2022

Mille Lacs Band Family Services has been awarded state grant dollars and is requesting review and approval for the following appropriations into Mille Lacs Band Fiscal Year 2022:

- ICWA Primary \$67,093.00 GRK 196768
Award period 7/1/2022 – 6/30/2023

This funding will be used for salary and fringe for one social worker.


If you have any questions, please do not hesitate to contact me at 320-532-7833 or greta.sorvik@hhs.millelacsband-nsn.gov

Respectfully Submitted.

Attachments:

- Budget Modification Form 224-4800-2
- Tribal Nation Grant GRK 196768
- Current 224-4800-2 Budget

Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe				Date	4/7/2022	
Budget Revision						
Department	224-4800-2			Check		
Program Name	ICWA Primary			off	X	Revision Type
						Increase in Revenue and Expenditures
						Contingency Fund Utilization
						Increased Expenditures without
						Increase in Revenue
Source of Revenue		Check	Amount			
		off				
3310	State Grant Rev		67,093.00			
3311	PY State Grant Rev		49,406.47			
	Total Changes		116,499.47			
Expenditures:						
	Account Code		Current Budget	Increase	Decrease	Revised Amount
Salary	4000		25,910.21	36,378.00	-	62,288.21
Health Insurance	4105		12,404.90	16,049.63	-	28,454.53
Life Insurance	4106		153.71	187.71	-	341.42
Disability	4107		295.58	407.80	-	703.38
Dental	4108		983.52	983.52	-	1,967.04
Work Comp	4109		88.12	123.69	-	211.81
Unemployment	4110		459.00	459.00	-	918.00
Retirement	4111		1,763.99	2,182.70	-	3,946.69
FICA	4112		1,982.17	2,782.95	-	4,765.12
Office Supplies	6100		174.00	174.00	-	348.00
IDC	9010		5,191.27	7,364.00	-	12,555.27
Totals:			\$ 49,406.47	\$ 67,093.00	\$ -	\$ 116,499.47
7/1/22-6/30/23 Appropriation						
						
Commissioner Signature		Date	Administration Policy Board		Date	



Minnesota Department of Human Services Grant Contract with Tribal Nation

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, Child Safety and Permanency Division ("STATE") and Mille Lacs Band of Ojibwe, an independent grantee, not an employee of the State of Minnesota, located at 101 Pony Farm Rd., Onamia, MN 56359 ("TRIBAL NATION").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(7) and section 260.785, subdivision 1, has authority to enter into contracts for the following services: the delivery of placement prevention and family reunification services.

STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with STATE.

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

TRIBAL NATION 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, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. TRIBAL NATION may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and TRIBAL NATION is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. TRIBAL NATION shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights; 12. Ownership of Equipment; 13.1. State audit.

1.5. Time is of the essence. TRIBAL NATION 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. TRIBAL NATION'S DUTIES.

2.1 Duties. TRIBAL NATION shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#),¹ 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 MN.IT Services Accessibility Standards. Any documents, reports, communications, etc. contained in an electronic format that TRIBAL NATION 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 TRIBAL NATION under this CONTRACT.

- a. **Compensation.** TRIBAL NATION will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
 1. TRIBAL NATION must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 2. If TRIBAL NATION's approved budget changes proceed without an amendment pursuant to this clause, TRIBAL NATION must record the budget change in EGMS or on a form provided by STATE.

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

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at the GSA Per Diem Files [website](#). TRIBAL NATION shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals & incidental expenses rates for the approved travel destination shall be those stated in the referenced files.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed **Two Hundred Sixty Eight thousand Three Hundred Seventy two dollars (\$268,372.00)**.
- 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 TRIBAL NATION submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Pursuant to Minn. Stat. §260.810, TRIBAL NATION agrees to submit quarterly fiscal and data and/or narrative reports according to the schedule listed below. Grant payments are not made on grants with past due quarterly reports unless the STATE has granted a written extension.

Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: [Click here to enter invoicing schedule.](#)

October 15, 2021	Prior quarter: July, August and September, 2021	Year 1, Quarter 1.
January 15, 2022	Prior quarter: October, November, Dec., 2021	Year 1, Quarter 2.
April 15, 2022	Prior quarter: January, February, March, 2022	Year 1, Quarter 3.
July 15, 2022	Prior quarter: April, May, June, 2022	Year 1, Quarter 4.
October 15, 2022	Prior quarter: July, August, September, 2022	Year 2, Quarter 1.
January 15, 2023	Prior quarter: October, November, Dec., 2022	Year 2, Quarter 2.
April 15, 2023	Prior quarter: January, February, March, 2023	Year 2, Quarter 3.
July 15, 2023	Prior quarter: April, May, June, 2023	Year 2, Quarter 4.
October 15, 2023	Prior quarter: July, August, September, 2023	Year 3, Quarter 1.
January 15, 2024	Prior quarter: October, November, Dec., 2023	Year 3, Quarter 2.

April 15, 2024	Prior quarter: January, February, March, 2024	Year 3, Quarter 3.
July 15, 2024	Prior quarter: April, May, June, 2024	Year 3, Quarter 4.
October 15, 2024	Prior quarter: July, August, September, 2024	Year 4, Quarter 1.
January 15, 2025	Prior quarter: October, November, Dec., 2024	Year 4, Quarter 2.
April 15, 2025	Prior quarter: January, February, March, 2025	Year 4, Quarter 3
July 15, 2025	Prior quarter: April, May, June, 2025	Year 4, Quarter 4

If STATE does not prescribe a form, TRIBAL NATION may submit invoices in a mutually agreed invoice format.

b. Federal Funds. N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by TRIBAL NATION 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. TRIBAL NATION 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.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, TRIBAL NATION must pay all subcontractors, within ten (10) calendar days of TRIBAL NATION'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, TRIBAL NATION agrees to minimize administrative costs as a condition of this grant. TRIBAL NATION 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., TRIBAL NATION shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If TRIBAL NATION receives funds from a source other than STATE in exchange for services, then TRIBAL NATION may not receive payment from STATE for those same services. TRIBAL NATION shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

TRIBAL NATION 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 TRIBAL NATION from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by TRIBAL NATION 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 2.1(a);
- d. Any amounts paid by STATE for which TRIBAL NATION'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 1, TRIBAL NATION'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 TRIBAL NATION 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, TRIBAL NATION 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 TRIBAL NATION has breached a material term of the CONTRACT, or when TRIBAL NATION'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 TRIBAL NATION. STATE is not obligated to pay for any services that are provided after the effective date of termination. TRIBAL NATION 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 TRIBAL NATION notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Default. If the TRIBAL NATION fails to comply with one or more provisions of this grant contract, the STATE may by written notice claim that the TRIBAL NATION is in default and specify a period of time, not less than fourteen (14) and not more than sixty (60) days from receipt of notification, by which such alleged default must be corrected. TRIBAL NATION shall be notified that should such alleged default fail to be corrected within the specified period, or should the TRIBAL NATION fail to prove the lack of default, the STATE may terminate the contract. Nothing in this section shall limit the STATE's right to cancel the grant contract in accordance with the other provisions of clause 6. Cancellation.

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Ann Many Birds** or successor. Phone and email: **651-364-1557** and **ann.manybirds@state.mn.us**. This representative shall have final authority for acceptance of TRIBAL NATION's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Tribal Nation. TRIBAL NATION's Authorized Representative is **Nicole Anderson** or successor. Phone and email: **320-532-4163** and **Nicole.Anderson@hhs.millelacsband-nsn.gov**. If TRIBAL NATION's Authorized Representative changes at any time during this CONTRACT, TRIBAL NATION must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) TRIBAL NATION's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Tabatha Boyd** or successor. Phone and email: **320-532-1721** and **Tabatha.boyd@hhs.millelacsband-nsn.gov**.

8. INSURANCE REQUIREMENTS.

TRIBAL NATION agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by TRIBAL NATION under the grant contract. Upon execution of this grant contract, TRIBAL NATION shall furnish the STATE with a certificate of commercial liability insurance.

TRIBAL NATION further agrees to provide acceptable evidence of workers' compensation insurance coverage.

9. LIABILITY.

In the performance of this grant contract by TRIBAL NATION, or TRIBAL NATION'S agents or employees, the TRIBAL NATION 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 the STATE, to the extent caused by TRIBAL NATION'S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) 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 the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the TRIBAL NATION may have for the STATE'S failure to fulfill its obligation under this grant contract.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data

Practices Act”) as “not public data” on individuals to TRIBAL NATION under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

- b. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If TRIBAL NATION has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, TRIBAL NATION will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13.
- d. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained or disseminated by TRIBAL NATION in performing its duties under this CONTRACT, TRIBAL NATION must immediately notify and consult with STATE’s Authorized Representative as to how TRIBAL NATION should respond to the request.
- f. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.
- g. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. TRIBAL NATION must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

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 TRIBAL NATION, 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 TRIBAL NATION, its employees, agents, or subcontractors, in the performance of this CONTRACT.

If any copyrightable material is developed in the course of or under this grant, the STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by TRIBAL NATION and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

12. 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.

13. AUDIT REQUIREMENTS AND TRIBAL NATION DEPARTMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION 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.

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

13.3. Federal audit requirements and TRIBAL NATION debarment information. TRIBAL NATION 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, TRIBAL NATION acknowledges that TRIBAL NATION and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

TRIBAL NATION 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. TRIBAL NATION's certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION 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.

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

TRIBAL NATION'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 TRIBAL NATION 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 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and 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 is 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.

14. TRIBAL NATION DATA DISCLOSURE.

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, TRIBAL NATION 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 TRIBAL NATION to file state tax returns and pay delinquent state tax liabilities, if any.

15. CLERICAL ERRORS AND NON-WAIVER.

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

15.2. 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.

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

16.1. 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.

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

16.3. 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 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has 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.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1 Competitive bidding and preferred vendors. Unless otherwise approved in writing by STATE, if the TRIBAL NATION subcontracts any portion of the work or services under this contract in excess of \$10,000, TRIBAL NATION must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where TRIBAL NATION

records at least three (3) bids. TRIBAL NATION 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](#).

17.2. 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.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION 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.

18. SUBCONTRACTS.

TRIBAL NATION, 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. TRIBAL NATION shall ensure that the material obligations, borne by the TRIBAL NATION in this CONTRACT, apply as between TRIBAL NATION and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and TRIBAL NATION.

19. LEGAL COMPLIANCE.

19.1 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.

19.2 Nondiscrimination. TRIBAL NATION 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. TRIBAL NATION must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, TRIBAL NATION'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 TRIBAL NATION program or activity.

TRIBAL NATION 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).

19.3 Grants management policies. TRIBAL NATION 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.

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

24. OTHER PROVISIONS

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

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

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Signature Page Follows

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

APPROVED:

State Authorized Representative

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 1

By: DocuSigned by: *Della Incei* .05.
9780AF8E93764DF...

Date: 7/6/2021

Contract No: GRK 196768

2. TRIBAL NATION

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

By: DocuSigned by: *Nicole Anderson*
C7988BCCCC9E419...

Title: HHS Commissioner

Date: 8/4/2021

3. STATE AGENCY

By (with delegated authority): DocuSigned by: *Jamie Sorenson*
597452F00A1E416...

Title: CSP Director

Date: 8/5/2021

Distribution: (fully executed contract to each)
Contracting and Legal Compliance Division
TRIBAL NATION

Attachment A: Mille Lacs Band Work Plan (July 1, 2021 – June 30, 2025)

Goal	Description of Task/Duties/Deliverables	How outcomes will be measured	Due Date	Reporting Timeline Using State Reporting Systems
<p>Continue to review and revise the infrastructure in the Child Welfare Prevention Program to support at-risk families through services which allow children to remain with their families or return to their families in a timely manner.</p>	<ul style="list-style-type: none"> - Train all staff in the Signs of Safety model. - Continue trainings offered by the state training system. - Assess the present status of MLBFS through the use of an outside agency. Enter into contract with the state of Minnesota on the possibility of inclusion into the American Indian Child Welfare Initiative Program. This is a program currently utilized with three other Reservations that are state funded to take full control of their Child Welfare programs. - Increase staff compliment to specialize in preventative services. <p>Develop formal collaborative services with Mille Lacs Band of Ojibwe departments that will provide in home support services to prevent children from out of home removal and to assist with the families being reunified.</p>	<p>Progress will be measured through the reduction of out of home placements, increase in voluntary cases, and reduced time in foster placements. Institution of safety plans when 72-hour holds are instituted for reasons of investigation. Surveys directed at involved families, the Elder Board, and staff to gauge the level of satisfaction.</p>	<p>Continual basis during the contract term</p>	<p>Will complete quarterly report forms and end of the year reports</p>
<p>Improve staff effectiveness by increasing staff skill sets through the use of strength-based and</p>	<ul style="list-style-type: none"> - Trainings such as Signs of Safety that focus on strength-based and cultural-centered models of child welfare, and provide a culture of healing within the department. 	<p>Surveys will be utilized in the community as well as with the involved families that will allow the Department to measure the community's perspective on the role of MLBFS service provision. Surveys of the staff on an ongoing basis</p>	<p>Continual basis during the contract term</p>	<p>Will complete quarterly report forms and end of the year reports</p>

<p>cultural-centered models.</p>	<ul style="list-style-type: none"> - Consider and customize the training curriculum to be culturally appropriate for Mille Lacs Band of Ojibwe. - Provide workshops that are conducted by elders of the Band, to promote cultural sensitivity and understanding with the staff. - Implement a cultural-based and cultural-centered model. - Review the use of the model. 	<p>will also be implemented to gauge staff confidence and satisfaction of case outcomes. Data such as out of home placements, number of visits, outcomes of investigations, length of time in foster care, and recidivism will be other measures.</p>		
<p>Continue to review and revise the effectiveness of our data collection and case management system.</p>	<ul style="list-style-type: none"> - Research other data collection and case management systems used by other tribal entities, private agencies, and state entities for case management programs. - Evaluate feasibility and financial viability of data collection and case management systems. - Implement data collection and case management system. - Analyze utilization, effectiveness and efficiency of system after implementation. 	<p>Conduct a quarterly audit of 30% on existing files and closed files and report on the percentage of compliance with regulatory standards prior to having a data collection and case management system.</p> <p>Conduct a quarterly audit on 100% on current files and report on the percentage of compliance with regulatory standards after implementing a data collection and case management system.</p> <p>Produce after the first year of implementation of the data and case management system a report showing the percentage of increase/decrease in compliance with regulatory standards.</p>	<p>Continual basis during the contract term</p>	<p>Will complete quarterly report forms and end of the year reports</p>
<p>Promote Family Preservation through development of a Family Preservation department, as well as Interdepartmental integration.</p>	<ul style="list-style-type: none"> - Seek out funding to develop a family preservation unit. - Contact the National Resource Center for T/TA in family preservation services and practices. - Development of policies and practices for family preservation practice - Development of an assessment tool - Provide intervention at the point of contact 	<p>Data collected on information such as out of home placements, cases opened, length of time cases are open, and on the number of families who do not complete the intervention. Information from the use of an assessment tool to assess family strengths over several domains will be analyzed.</p> <p>Three community focus groups be conducted over the five-year period to gather qualitative/quantitative results.</p>	<p>Continual Basis during the contract term</p>	<p>Will complete quarterly report forms and end of the year reports</p>

	<ul style="list-style-type: none">- Implement safety planning from Signs of Safety Model- Conduct community focus groups that will allow the Department to measure the community's perspective on the role of social services in the community in which they serve.- Conduct surveys in the community that will produce qualitative data to assist the department in identifying the needs of the community and the satisfaction of services being provided.- Administer recruitment efforts to promote volunteers to be utilized as mentors in the community.- Offer family preservation services to families at risk of out of home placement to promote keeping families together.	<p>On an annual basis community surveys will be conducted for qualitative results. After each case closure a family and youth survey will be mailed to the family. Survey results will be compiled and provided to MLB Commissioner of HHS on a quarterly basis. Statistical report will be generated on the reporting cycle of the grant for the number of families involved with the family preservation program.</p>		
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Attachment B: BUDGET

Mille Lacs Band of Ojibwe

Grant Year July 1, 2021 to June 30, 2022	
CATEGORY	Year 1
Salaries: Salary is calculated at \$25.72/hr*1,414.40hrs = 36,378.37/yr Total Funds allocated for Salary = \$36,378.37	\$ 36,378.00
Fringe Benefits: Fringe benefits are calculated using a percentage of total individual salary and includes Family Health insurance (\$16,049.17), life insurance (\$187.71), disability insurance (\$407.80), Dental Insurance (\$983.52), Workers Compensation (\$123.69), Unemployment (\$459.00), Retirement (\$2,182.70),and FICA (\$2,782.95). Total Funds allocated for Fringe Benefits = \$23,176.54	\$23,177.00
Supplies: Includes general office supplies needed to run the program. Yearly costs for these basic supplies for this program is about \$173.57 or \$14.47/month	\$ 174.00
Total Direct Costs	\$59,729.00
Indirect Cost (must submit detail, not just a percentage): Indirect Cost is calculated at a Federally Approved rate of 12.33% and is calculated using Direct Cost (\$59,728.48) – Contractual Services (\$0.00) – Equipment (\$0.00) = \$59,728.48* .1233 = \$7,364.52	\$7,364.00
TOTAL REQUEST Year 1	\$67,093.00

Grant Year July 1, 2022 to June 30, 2023	
CATEGORY	Year 2
Salaries: Salary is calculated at \$25.72/hr*1,414.40hrs = 36,378.37/yr Total Funds allocated for Salary = \$36,378.37	\$ 36,378.00
Fringe Benefits: Fringe benefits are calculated using a percentage of total individual salary and includes Family Health insurance (\$16,049.17), life insurance (\$187.71), disability insurance (\$407.80), Dental Insurance (\$983.52), Workers Compensation (\$123.69), Unemployment (\$459.00), Retirement (\$2,182.70),and FICA (\$2,782.95). Total Funds allocated for Fringe Benefits = \$23,176.54	\$23,177.00
Supplies: Includes general office supplies needed to run the program. Yearly costs for these basic supplies for this program is about \$173.57 or \$14.47/month	\$174.00
Total Direct Costs	\$59,729.00
Indirect Cost (must submit detail, not just a percentage): Indirect Cost is calculated at a Federally Approved rate of 12.33% and is calculated using Direct Cost (\$59,728.48) – Contractual Services (\$0.00) – Equipment (\$0.00) = \$59,728.48* .1233 = \$7,364.52	\$7,364.00
TOTAL REQUEST Year 2	\$67,093.00

Grant Year July 1, 2023 to June 30, 2024	
CATEGORY	Year 3
Salaries: Salary is calculated at \$25.72/hr*1,414.40hrs = 36,378.37/yr Total Funds allocated for Salary = \$36,378.37	\$ 36,378.00
Fringe Benefits: Fringe benefits are calculated using a percentage of total individual salary and includes Family Health insurance (\$16,049.17), life insurance (\$187.71), disability insurance (\$407.80), Dental Insurance (\$983.52), Workers Compensation (\$123.69), Unemployment (\$459.00), Retirement (\$2,182.70),and FICA (\$2,782.95). Total Funds allocated for Fringe Benefits = \$23,176.54	\$23,177.00
Supplies: Includes general office supplies needed to run the program. Yearly costs for these basic supplies for this program is about \$173.57 or \$14.47/month	\$ 174.00
Total Direct Costs	\$59,729.00
Indirect Cost (must submit detail, not just a percentage): Indirect Cost is calculated at a Federally Approved rate of 12.33% and is calculated using Direct Cost (\$59,728.48) – Contractual Services (\$0.00) – Equipment (\$0.00) = \$59,728.48*.1233 = \$7,364.52	\$7,364.00
TOTAL REQUEST Year 3	\$67,093.00

Grant Year July 1, 2024 to June 30, 2025	
CATEGORY	Year 4
Salaries: Salary is calculated at \$25.72/hr*1,414.40hrs = 36,378.37/yr Total Funds allocated for Salary = \$36,378.37	\$ 36,378.00
Fringe Benefits: Fringe benefits are calculated using a percentage of total individual salary and includes Family Health insurance (\$16,049.17), life insurance (\$187.71), disability insurance (\$407.80), Dental Insurance (\$983.52), Workers Compensation (\$123.69), Unemployment (\$459.00), Retirement (\$2,182.70),and FICA (\$2,782.95). Total Funds allocated for Fringe Benefits = \$23,176.54	\$23,177.00
Supplies: Includes general office supplies needed to run the program. Yearly costs for these basic supplies for this program is about \$173.57 or \$14.47/month	\$ 174.00
Total Direct Costs	\$59,729.00
Indirect Cost (must submit detail, not just a percentage): Indirect Cost is calculated at a Federally Approved rate of 12.33% and is calculated using Direct Cost (\$59,728.48) – Contractual Services (\$0.00) – Equipment (\$0.00) = \$59,728.48*.1233 = \$7,364.52	\$7,364.00
TOTAL REQUEST Year 4	\$67,093.00



MILLE LACS BAND OF OJIBWE INDIANS
 Budget vs. Actual
 4800 - ICWA STATE
 For the Seven Months Ending Saturday, April 30, 2022

4/4/2022
 11:30 AM

	April		Fiscal Year to Date					Revised to Actual	% Used
	MTD Actual	Encumbrances	Actual	Original	Revisions	Revised			
Revenues									
3311 PRIOR YEAR STATE GRANT REV	-	-	-	-	\$49,406.47	\$49,406.47	(\$49,406.47)	-	
Total revenues	-	-	-	-	49,406.47	49,406.47	(49,406.47)	-	
Expenditures									
4000 SALARIES	-	-	32,556.00	-	25,910.21	25,910.21	(6,645.79)	126%	
4105 HEALTH INSURANCE	-	-	6,613.36	-	12,404.90	12,404.90	5,791.54	53%	
4106 LIFE INSURANCE	-	-	111.73	-	153.71	153.71	41.98	73%	
4107 DISABILITY INSURANCE	-	-	340.79	-	295.58	295.58	(45.21)	115%	
4108 DENTAL INSURANCE	-	-	-	-	983.52	983.52	983.52	-	
4109 WORKERS COMPENSATION	-	-	110.67	-	88.12	88.12	(22.55)	126%	
4110 UNEMPLOYMENT TAX	-	-	-	-	459.00	459.00	459.00	-	
4111 RETIREMENT	-	-	1,689.76	-	1,763.99	1,763.99	74.23	96%	
4112 EMPLOYERS FICA	-	-	2,463.32	-	1,982.17	1,982.17	(481.15)	124%	
6100 OFFICE SUPPLIES	-	-	174.00	-	174.00	174.00	-	100%	
9010 INDIRECT COST	-	-	4,767.25	-	5,191.27	5,191.27	424.02	92%	
Total expenditures	-	-	48,826.88	-	49,406.47	49,406.47	579.59	99%	
Revenue over(under) expenditures	-	-	(\$48,826.88)	-	-	-	(\$48,826.88)	-	



COMMUNITY DEVELOPMENT DIVISION

March 30, 2022

MEMORANDUM

TO: Maria Costello, Assistant Commissioner of Administration., APB and Band Assembly

FROM: Brian Scheinost, Director of Public Works

RE: Public Works Carryover Request for I.H.S. Grants

Public Works is requesting a carryover request for I.H.S. grants that required a Band match. These were special appropriated funds for the Bands contribution to an I.H.S. grant, see carry over amount and description of each grant below. The Department would like to carry over these funds over to complete the grants in FY 22.

- \$171,500 is the Band match for BE15-H70. Carry over to line item 7239-104-1260-1. This grant is for repairing the Vineland gravity sewer system and lift stations in Dist. I. This project was bid out with no contractors bidding. I.H.S. is currently rewriting the work scope so we can get parts of this project complete in 2021.
- \$9,228 is the Band match for BE14-H63. Carry over to line item 7241-104-1260-1. This grant is for assisting Band Members with failing onsite well and septic systems. Projects were bid out in 2020 and will be constructed in the spring/summer of 2021.
- \$35807.86 is the Band match for BE14-H64. Carry over to line item 7243-104-1260-1. This grant is for repairing the Vineland gravity sewer system and lift stations in Dist. I. This project was bid out with no contractors bidding. I.H.S. is currently rewriting the work scope so we can get parts of this project complete in 2022.
- \$146,025.5 is the Band match for BE17-LO2. Carry over to line item 7248-104-1260-1. This grant is for assisting Band Members with failing onsite well and septic systems. Grant will be spent as Band Members sign up for onsite well and septic.



MILLE LACS BAND OF OJIBWE INDIANS
 Budget vs. Actual
 1260 - INDIAN HOUSING STRUCTURE
 For the Twelve Months Ending Thursday, September 30, 2021

3/1/2022
 4:40 PM

	September		Fiscal Year to Date					
	MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	% Used
				Original	Revisions	Revised		
Revenues								
3340 IHS BE15-H70 AC WATER GRANT	-	-	-	\$122,782.63	\$122,782.63	(\$122,782.63)	-	
3342 IHS BE14-H64 VINELAND GRANT	69,152.25	-	69,152.25	-	71,645.49	71,645.49	(2,493.24)	97%
3343 IHS BE17-L04 APPLE WELL GRANT	-	-	-	-	18,000.00	18,000.00	(18,000.00)	-
3344 IHS BE 17-L02 SDS GRANT	34,460.05	-	34,460.05	-	128,300.00	128,300.00	(93,839.95)	27%
3345 IHS BE 18-L07 GRANT	53,797.55	-	53,797.55	-	117,857.50	117,857.50	(64,059.95)	46%
3350 IHS BE19-L24 VINELAND LIFT	-	-	-	-	165,000.00	165,000.00	(165,000.00)	-
8031 PERMANENT INIT REVENUE	25,029.75	-	25,029.75	-	241,565.56	241,565.56	(216,535.81)	10%
8033 HOUSING INIT REVENUE	600.00	-	600.00	-	146,625.55	146,625.55	(146,025.55)	-
Total revenues	183,039.60	-	183,039.60	-	1,011,776.73	1,011,776.73	(828,737.13)	18%
Expenditures								
7238 IHS BE15-H70 AC WATER MAIN	-	-	-	122,782.63	122,782.63	122,782.63	-	
7239 BAND MATCH BE15-H70 AC WATER	-	-	-	171,500.00	171,500.00	171,500.00	-	
7241 BAND MATCH BE14-H63 SDS CONST.	-	-	-	9,228.00	9,228.00	9,228.00	-	
7242 IHS BE14-H64 VINELAND CONST	-	-	69,152.25	-	71,645.49	71,645.49	2,493.24	97%
7243 BAND MATCH BE14-H64 VINELAND CONST.	-	-	25,029.75	-	60,837.61	60,837.61	35,807.86	41%
7246 IHS BE 17-L04 APPLE WELL	-	-	-	-	18,000.00	18,000.00	18,000.00	-
7247 IHS BE17-L02 SDS	12,621.00	-	34,460.05	-	128,300.00	128,300.00	93,839.95	27%
7248 BAND MATCH BE17-L02 SDS	600.00	-	600.00	-	146,625.50	146,625.50	146,025.50	-
7249 IHS BE18-L07 ONSITE	-	-	53,797.55	-	117,857.50	117,857.50	64,059.95	46%
7250 IHS BE19-L24 VINELAND LIFT CONST	-	-	-	-	165,000.00	165,000.00	165,000.00	-
Total expenditures	13,221.00	-	183,039.60	-	1,011,776.73	1,011,776.73	828,737.13	18%
Revenue over(under) expenditures	\$169,818.60	-	-	-	-	-	-	-



MILLE LACS BAND OF OJIBWE INDIANS
 Budget vs. Actual
 1260 - INDIAN HOUSING STRUCTURE
 For the Six Months Ending Thursday, March 31, 2022

3/1/2022
 4:41 PM

	March		Fiscal Year to Date					% Used
	MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	
				Original	Revisions	Revised		
Revenues								
3340	IHS BE15-H70 AC WATER GRANT	-	-	-	\$122,782.63	\$122,782.63	(\$122,782.63)	-
3342	IHS BE14-H64 VINELAND GRANT	-	-	-	2,493.24	2,493.24	(2,493.24)	-
3343	IHS BE17-L04 APPLE WELL GRANT	-	-	-	18,000.00	18,000.00	(18,000.00)	-
3344	IHS BE 17-L02 SDS GRANT	-	-	-	93,839.95	93,839.95	(93,839.95)	-
3345	IHS BE 18-L07 GRANT	-	-	-	64,059.95	64,059.95	(64,059.95)	-
3350	IHS BE19-L24 VINELAND LIFT	-	-	-	165,000.00	165,000.00	(165,000.00)	-
	Total revenues	-	-	-	466,175.77	466,175.77	(466,175.77)	-
Expenditures								
7238	IHS BE15-H70 AC WATER MAIN	-	-	-	122,782.63	122,782.63	122,782.63	-
7242	IHS BE14-H64 VINELAND CONST	-	-	-	2,493.24	2,493.24	2,493.24	-
7246	IHS BE 17-L04 APPLE WELL	-	-	-	18,000.00	18,000.00	18,000.00	-
7247	IHS BE17-L02 SDS	-	37,040.00	27,200.00	93,839.95	93,839.95	29,599.95	68%
7249	IHS BE18-L07 ONSITE	-	24,990.00	-	64,059.95	64,059.95	39,069.95	39%
7250	IHS BE19-L24 VINELAND LIFT CONST	-	-	-	165,000.00	165,000.00	165,000.00	-
	Total expenditures	-	62,030.00	27,200.00	466,175.77	466,175.77	376,945.77	19%
	Revenue over(under) expenditures	-	(\$62,030.00)	(\$27,200.00)	-	-	(\$89,230.00)	-