

Changes To Boilerplate FY24-FY25

1. I. Responsibilities – Grantee, E. Records Maintenance/Retention (page 6)- records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than **SEVEN** years (changed from four years)
2. I. Responsibilities - Grantee, I. Notification of Modification (page 10)- Notification is required within **14 days, or sooner if circumstances warrant** (previously said timely)
3. I. Responsibilities – Grantee, L. Mandatory Disclosures (page 10) Disclose to the Department in writing within 14 days, **or sooner if circumstances warrant** (added provision)
4. I. Responsibilities – Grantee, L. Mandatory Disclosures (page 11) added additional bullet point:
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
5. I. Responsibilities – Grantee, L. Mandatory Disclosures (page 11) Notify **the Contract Manager** (previously said the Department)
6. I. Responsibilities – Grantee, Q c. Insurance Requirements (page 12)- changed end of sentence from better to **self or governmental self-insurance**.
7. III. Assurances, L. Procurement (page 19) Number 5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of **seven** years after the end of the Agreement period (changed from four years).
8. III. Assurances, Previous Provisions regarding P. State Data and R. Data Privacy and Information Security (Bullet Points P and R in the 2024 Boiler Plate have been deleted).
9. IV. Financial Requirements, A. Operating Advance. 1. (page 22) The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent **of the state agreement amount**. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount. (previously said of the operating expense)

10. IV. Financial Requirements, A. Operating Advance, 4. (page 23) The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department **for the same services.** (added provision).
11. IV. Financial Requirements, C. Financial Status Report Submission- (Page 24) Added provision- **Adjustments should not be made to reported expenditures to account for any operational advance funding received.**
12. V. Agreement Termination. (page 25) Added provisions:
 - E. **Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.**
 - F. **Immediately by mutual agreement of both parties**
13. XI. Liability, A. (page 26) - The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, **or anyone performing activities at the direction of the Grantee under this agreement.** (added provision)