

Eliminating Health Disparities Initiative Evaluation Capacity Building Grant Request for Proposals

November 15, 2016

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Introduction

The Minnesota Department of Health (MDH) announces the availability of funds to be used to support and strengthen the capacity of Eliminating Health Disparities Initiative (EHDI) community grantees. The **EHDl Evaluation Capacity Building Grant** funds are specifically designed to support EHDI community grantees in strengthening the prevention and early detection services they provide to cultural communities in Minnesota, including identifying best practices in the elimination of health disparities and addressing social determinants of health, building successful partnerships, networking, improving their ability to monitor their success, learning about successful strategies in other communities, documenting success and areas for growth, and reporting results.

The purpose of this RFP is to provide an outline of the EHDI program, the context for the work of EHDI grantees, and specific scope and aims of the services to be provided to EHDI grantees. Instructions for submitting a proposal are also included.

Background

Historical Overview

In 2001, the Minnesota State Legislature established the Eliminating Health Disparities Initiative (EHDI), Minnesota Statute 145.928 (Appendix A). This groundbreaking legislation was passed in response to mounting evidence that disparities in health outcomes between Minnesota's white residents and residents from populations of color and American Indian communities were distressingly wide and on a clear trajectory to grow even wider. Such disparities have meant that Minnesota's populations of color and American Indians experience shorter life spans, higher rates of infant mortality, higher incidences of diabetes, heart disease, cancer and other diseases and conditions, and poorer general health. Even though Minnesota ranks high in terms of general health status compared to other states, Minnesota has some of the worst racial/ethnic health disparities between groups in the nation.

Minnesota responded to this evidence by enacting a legislative mandate to fund programs that work to reduce such health disparities. Minnesota was only the second state to establish a program to eliminate health disparities. This competitive grant program provides funds to close the gap in the health status of African Americans/Africans, American Indians, Asian/Pacific Islanders, and Hispanics/Latinos in Minnesota compared with whites in the following priority health areas:

1. Breast and Cervical Cancer Screening
2. Diabetes
3. Heart Disease and Stroke

4. HIV/AIDS and Sexually Transmitted Infections
5. Immunizations for Adults and Children
6. Infant Mortality
7. Teen Pregnancy
8. Unintentional Injury and Violence

From the outset, the creators and stakeholders of EHDl recognized that the issues contributing to health disparities are broad and complex, and are the result of an interplay of many factors including the legacy of racism, social and economic factors, access to health care, and individual health behaviors. Some models suggest that 40 percent of a person's overall health outcomes are determined by social and economic factors such as their income, education level, race, and/or the neighborhood in which they live. MDH, the Legislature, and EHDl community partners understood that effectively addressing this complex set of interrelated problems would require an approach that is comprehensive, community-driven, and long-term.

Grants are awarded to faith-based organizations, social service organizations, community nonprofit organizations, community health boards, Tribal Nations, and community clinics serving populations of color and American Indians in the Twin Cities area and in greater Minnesota. Attention to a strong, ongoing evaluation has helped MDH, EHDl grantees, community partners and stakeholders learn about what works and what doesn't, which has led to programming that continually evolves and improves.

Lessons Learned

The years of EHDl investments have yielded not only advances on the mandated goals, but also valuable information and lessons, including the need to:

- Use strategies that are grounded in practice and research and that respect and reflect Minnesota's diverse cultures.
- Develop and improve behavior-based health improvement interventions that respect and reflect Minnesota's populations of color and American Indians.
- Identify policy, systems and environmental changes that are needed to eliminate health disparities in populations of color and American Indians, and take action to remove these barriers to progress.
- Provide support for partnerships that combine the skills, resources and leadership necessary to eliminate health disparities in populations of color and American Indians.
- Provide grantees with technical assistance to identify appropriate and measurable outcomes as part of their program evaluation and to report on their efforts.
- Pair strategies that focus on individual behavior change with strategies that address the social and economic factors that underlie and drive health disparities.

These foundational underpinnings provide the basis for the EHDl program today.

The Center for Health Equity

In December 2013, the MDH Commissioner established the Center for Health Equity in order to bring an explicit focus to the efforts of MDH to advance health equity. The Center is currently comprised of three areas: the Center for Health Statistics, the Office of Minority and Multicultural Health, and EHDl. The Center continues to administer the legislative mandate which enables the work of EHDl and promotes critical strategies that Minnesota must pursue to protect, maintain, and improve the health of all Minnesotans, including eliminating health disparities in populations of color and American Indians.

Also in 2013, the Minnesota Legislature directed MDH to prepare a report on advancing health equity in Minnesota. The purpose of the report was to provide an overview of Minnesota's health disparities and health inequities, to identify the inequitable conditions that produce health disparities, and to make recommendations to advance health equity in Minnesota.

MDH released the landmark Advancing Health Equity Report in February 2014.¹ It called for Minnesota to pursue a comprehensive approach to achieving health equity that includes a broad spectrum of public investments in housing, transportation, education, economic opportunity and criminal justice. The report also states that a crucial part of this comprehensive approach is to continue providing targeted grants through EHDl, recognizing that EHDl grantees have made a real difference in the lives of the people they serve.

EHDl Grants 2016-2017

The MDH Center for Health Equity released the 2015 EHDl Grant Request for Proposals (RFP) on December 8, 2015 to fund community initiatives that support closing the gap in the health status of populations of color and American Indians as compared to whites in the eight priority health areas, and support advancing health equity through building healthy communities. The EHDl RFP made available approximately \$5 million in funding, with approximately \$2 million coming from Federal Temporary Assistance for Needy Families (TANF) funds and approximately \$3 million from state general funds. The Center for Health Equity received 173 letters of intent to submit a proposal, and received 111 applications requesting more than \$17 million in funding. After reviewing all applications for completeness, 106 moved forward to the review phase.

The application review process was a rigorous two-stage undertaking that took place over several days. In stage 1, the Center for Health Equity recruited both community members and

¹ Minnesota Department of Health, *Advancing Health Equity in Minnesota: Report to the Legislature*. St. Paul, MN: 2014. Retrieved from: <http://www.health.state.mn.us/divs/chs/healthequity/>

MDH staff to serve as EHDI Grant Application Reviewers and Content Experts. All in all, 68 reviewers assigned to 17 review teams participated in the reviews and put forth a list of applicants recommended for funding. In stage 2, another MDH team reviewed the preliminary recommendations by the Reviewers to ensure fair representation of populations served, geographical areas served, and priority health areas, and made final recommendations.

At the conclusion of the review process, 33 programs (32 organizations) were awarded funds, with grant amounts ranging from approximately \$50,000 to \$200,000. Twenty of the 32 recipient organizations received EHDI funding in the previous 2015-2016 grant cycle. Strategies that these grantees are implementing to achieve EHDI goals include:

- Providing services that address key social and economic factors that contribute to health disparities;
- Conducting activities that lead to policy, systems and environmental changes at the local level;
- Delivering culturally responsive health promotion and prevention programs that contribute to eliminating health disparities within identified priority health areas;
- Building and strengthening cross-sector partnerships to create sustainable solutions to improve health outcomes; and
- Developing organizational, community and individual leadership capacities.

The list of 2016-2017 EHDI grantees can be found on the Center for Health Equity’s [2016-2017 EHDI Grantees webpage](#). The number of current EHDI grantees addressing each priority health area is as follows (several grantees are addressing multiple areas):

Priority Health Area	Number of Grantees
Breast and Cervical Cancer	5
Diabetes	5
Heart Disease and Stroke	5
HIV/AIDS/STIs	7
Immunizations	3
Infant Mortality	3
Teen Pregnancy	14
Unintentional Injury and Violence	2

The following is an update on the current grant cycle:

- Half of the grantees’ grant agreements took effect on July 1, 2016; half of the contracts started later due to lengthier contract negotiations. All grant agreements end on June 30, 2017 with the possibility of a two-year extension contingent upon satisfactory performance and availability of funding.
- Six of the 32 grantee organizations are located outside of the Twin Cities metro area.

- All grantees are implementing approved work plans.
- Two grantee gatherings have been held: a six-hour Grantee Introduction meeting in early August 2016, where grantees learned about all funded programs and grant requirements, and a three-hour meeting at the MDH Community Health Conference in late September 2016 where grantees learned about new invoicing requirements, progress reports, evaluation templates, and available tip sheets. An optional webinar on building a logic model and evaluation plan using the templates provided was held in October 2016.
- Grantee semiannual reports, draft logic models, and draft evaluation plans are due on January 25, 2017.
- Grantees are receiving programmatic and evaluation technical assistance from EHDl staff. To date, only four of the 32 funded organizations have taken advantage of the evaluation technical assistance, and the assistance provided involved identifying outcome indicators, conducting and analyzing data from focus groups, and reviewing logic models and evaluation plans.
- Grantees are required to set aside 10 percent of their funds for evaluation, which can be used for internal evaluation expenses or to hire an external evaluator. Approximately two-thirds of grantees have indicated that they plan to hire an external evaluator to do all or part of their EHDl program evaluation.
- Documents, templates, and resources provided to grantees are posted on the [EHDl Grantee Portal webpage](#).

EHDl is an important initiative, and MDH is dedicated to supporting the grant program with a commitment to evaluation. The evaluation will answer questions about the effectiveness of individual EHDl grantees' approaches and strategies, as well as assess the contribution of the EHDl program as a whole to the elimination of health disparities and advancement of health equity in Minnesota.

Grant Responsibilities and Scope of Work

Responsibilities

The primary responsibility of the EHDl Evaluation Capacity Building grantee is to provide evaluation technical assistance and support to EHDl grantees. The Evaluation Capacity Building Grantee must assist EHDl grantees in:

- Carrying out a meaningful evaluation of their work that: 1) captures the essence of what their EHDl program is trying to accomplish, 2) is culturally responsive, and 3) has high utility value in that they can be used to make continuous program improvements

in order to achieve long-term sustainability (including stakeholder support, financial support, and evaluative culture in the organization);

- Assessing the effectiveness of programs in reducing racial and ethnic disparities in the identified priority health areas and/or addressing social determinants of health that in their communities;
- Learning about successful strategies or approaches developed by other grantees or other groups working in the same priority health area or with the same population; and,
- Communicating their findings to their intended audiences.

The EHDl Evaluation Capacity Building grantee will work closely with the Center for Health Equity. In addition to the Director of the Center for Health Equity, the EHDl Evaluation Capacity Building grantee will work in collaboration with the EHDl grant managers, Center for Health Statistics staff, and MDH content/subject matter experts.

Scope of Work

EHDl Evaluation Capacity Building Grant applicants are required to submit a proposal that outlines how they would assume the following areas of responsibility to meet the terms of the grant:

1. Participate in meetings with EHDl grantees and MDH

- a. Attend half-day EHDl Grantee Meetings held twice a year.
- b. Meet regularly with EHDl staff to provide updates on and plan evaluation technical assistance and support activities with grantees.
- c. Participate in once-a-year grantee site visits with EHDl staff and MDH content experts as needed and appropriate
- d. Meet with grantees in person to provide evaluation technical assistance and support (in-person meetings with non-metro grantees may be conducted on an as-needed basis and as time and resources allow; technical assistance by phone or e-mail is an option).

2. Perform an evaluation capacity assessment

- a. Conduct an initial evaluation capacity assessment with EHDl grantees to determine the level and type of evaluation technical assistance and support needed.
- b. Plan and implement any needed evaluation capacity building identified in the evaluation capacity assessment.

3. One-on-one evaluation technical assistance and support

- a. Assist grantees in identifying and clarifying program dimensions including: understanding the environment in which their program operates, especially the

conditions that create health; building opportunities for community involvement in program planning and implementation; utilizing community assets (see next bullet); identifying program priorities; and, if new program practices or policies are implemented, understanding their organizational implications.

- b. Work with grantees to identify community assets and resources, especially culturally-specific assets and resources, and ways they can be utilized to meet program objectives.
 - c. Assist grantees in developing a culturally-responsive evaluation that is reflected in their program theory of change, logic model, and evaluation plan. EHDH grantees are required to submit draft logic models and evaluation plans by January 25, 2017; the EHDH Evaluation Capacity Building grantee will work with EHDH grantees to refine and finalize their logic model and evaluation plans as needed after this initial deadline.
 - d. Meet with grantees individually or in small groups (in person and/or by phone/email) to provide feedback on outcome statements, indicators, data collection and analysis methods, and reports. The Evaluation Capacity Building Grantee must not conduct the data collection and analysis or report writing on behalf of EHDH grantees; they must provide technical assistance so that EHDH grantees are able to conduct these activities without assistance in the future.
 - e. Provide other forms of support such as developing evaluation tools (for example, handouts, tip sheets, resource lists, forms, or templates) or conducting trainings (in-person or webinar) that would help build grantees' evaluation capacity.
- 4. Develop and implement a shared outcome measurement system**
- a. The Evaluation Capacity Building Grantee will work with EHDH staff and MDH content experts to develop a shared measurement system that tracks, measures and reports on outcomes common across grantees working in each of the eight priority health areas and that align with statewide and national outcome measures.

In this shared measurement system, EHDH grantees will track some of the same outcomes and use some of the same indicators to evaluate their programs. This will facilitate more comprehensive reporting to the Minnesota Legislature and other MDH stakeholders in that results can be aggregated across grantees, providing a picture of how EHDH is contributing to the elimination of health disparities. Results for Minnesota can also be compared to those of other non-EHDH programs focused on the same priority health areas.

EHDH grantees will benefit from a shared measurement system in that they can learn from the evaluation process collectively, work collaboratively to evaluate

their progress toward a set of mutually defined common outcomes, and gain a sense of community and collective accomplishment in the process. At the individual program level, using common measures will allow EHDl grantees to learn about statewide and national outcome measures in their priority health area, better align their program strategies, use the results to strategize system-level improvements, and strengthen collaborations to enhance program delivery.

EHDl grantees may still may specify their own program-specific outcomes in addition to the common outcomes.

5. Build and sustain a community of practice

- a. Work with EHDl staff and grantees to build and sustain a community of practice where grantees can actively engage with MDH and their peers outside of mandatory grantee gatherings. This engagement could take the form of peer learning and problem solving, or sharing news about their program, lessons learned and best practices, tools, and other resources.
- b. Grant applicants must specify the basic structure for the community of practice, which could be in-person, online, or a combination.
- c. Among the structures that may be proposed is a web-based community of practice among grantees, Center for Health Equity staff, MDH content experts, and invited guests that would serve purposes similar but not limited, to:
 - A bulletin board where grantees can post questions, answers or solutions, or messages to connect with other grantees
 - a calendar for upcoming events
 - A library of articles, reports, tools, or online resources
 - a forum for grantees to hold “coffee break” type conversations on topics of their choice

6. Dissemination of evaluation findings

- a. Assist grantees in creating and disseminating their evaluation findings to increase program visibility and add value to their program. This may include assistance in preparing abstracts, posters, brochures, flyers, articles, or oral presentations.
- b. Work with EHDl staff and grantees in creating 2-page grantee profiles for posting on the EHDl website. Examples can be found on the [EHDl Grantees webpage](#).

Grant Deliverables

The following deliverables to the Center for Health Equity and to EHDl grantees are required

over the course of the grant period:

1. Initial evaluation capacity assessment report
2. Evaluation technical assistance and support plan based on the evaluation capacity assessment
3. Compilation of final grantee logic models and evaluation plans (hard and electronic copies)
4. Products associated with the community of practice, including a live website if this was developed as part of this objective
5. Grantee profiles
6. Shared measurement system detailing the common outcomes on which grantees focusing on a priority health area will be reporting, and indicators for these outcomes
7. Reporting template for the shared measurement system co-created with EHDl staff
8. Shared measurement online reporting system (OPTIONAL, only if an online system was created)
9. Progress reports (semiannual reports in July and annual reports in January) and a final report at the end of the grant period

Funding Available

The Center for Health Equity may award one EHDl Evaluation Capacity Building Grant that will support approximately 2.5 years of work with EHDl grantees. The estimated start-date is January 16, 2017. The end-date, contingent on funding availability and satisfactory performance, is June 30, 2019. The maximum grant award is \$250,000 over the grant period. Funding sources for this grant are state general funds and Federal Temporary Assistance to Needy Families (TANF) funds. No in-kind or cash match requirements apply to this grant.

Eligible Responders and Selection Process

Responders may include:

- Non-profit organizations
- Universities, colleges, or research institutions
- Professional consulting firms
- Independent contractors

Applications that propose multi-organization collaborations to fulfill grant deliverables are welcome. Eligible applicants that wish to work together but have not formed a legal

partnership may designate a fiscal agent.

The grant will be awarded based upon a review of responders' qualifications and other review criteria set forth in this RFP. The application review team will be comprised of MDH grant managers and content experts.

The two highest scoring applicants, as determined by the reviewers, will be invited to an interview with the Center for Health Equity Director and EHDI staff who will make the final selection.

Applicants must possess requisite competencies in the practice of evaluation technical assistance and support (see for example the American Evaluation Association's [Guiding Principles and Cultural Competence Statement](#)), most importantly in the use of mentorship, coaching or consultative approaches. Applicants must also demonstrate the organizational and fiscal capacity needed to complete the scope of work described in this RFP. Of special interest is demonstrated expertise and experience in working with grantees similar to EHDI grantees, including faith-based organizations, social service organizations, community nonprofit organizations, community health boards, Tribal Nations, and community clinics serving populations of color and American Indians. Prior work experience in measuring and evaluating the health impact of health promotion and disease prevention projects focused on social determinants of health and policy, systems, and environmental change is desirable.

A 100-point scale will be used to assess proposals and make the final award recommendation. The criteria and respective points on which proposals will be judged are:

Proposal Quality..... 30 points

- a. *Proposal demonstrates clear understanding of EHDI, objectives of the evaluation capacity building grant, and deliverables (10 points)*
- b. *Project design addresses how each of the grant responsibilities will be carried out (15 points)*
- c. *Proposal identifies challenges and limitations posed by the project, and how these will be addressed (5 points)*

Previous Experience..... 30 points

- a. *Experience working with organizations similar to EHDI grantees (10 points)*
- b. *Experience providing evaluation technical assistance and support to build organizational capacity (10 points)*

- c. *Experience conducting evaluations of health promotion/disease prevention initiatives that address social determinants of health factors and utilize policy, system and environmental change strategies (10 points)*

Qualifications of Personnel..... 25 points

- a. *Possess the essential evaluation competencies, including cultural competence (5 points)*
- b. *Possess the experience and the technical expertise to provide evaluation technical assistance and support (10 points)*
- c. *Roles and responsibilities are clearly stated and leverage project personnel’s respective strengths (10 points)*

Organizational Capacities15 points

- a. *Lead organization (or fiscal agent) passed the due diligence review (7 points)*
- b. *Has the capacity to serve all 32 EHDI grantees and provide evaluation technical assistance and support to multiple organizations simultaneously (8 points)*

Anticipated Timeline

Event	Date
RFP Posted and Available Upon Request	November 15, 2016
RFP Questions Accepted Through	November 28, 2016
RFP Q & A Posted	December 1, 2016
Full Proposals Due	4:30 p.m. CST December 15, 2016
Top Two Applicants Selected	December 29, 2016
Top Two Applicants Interviewed By	January 6, 2017
Grantee Selected and Notified	January 9, 2017
Estimated Grant Start Date	January 16, 2017
Grant End Date	June 30, 2019

Procedure for Submitting Proposals

General Requirements

This RFP and the Budget Template are available on the MDH Center for Health Equity’s [Funding Opportunities webpage](#). Proposals must be prepared using a font equal to or larger than 11-point, double-spaced. Tables can be single-spaced. One signed unbound original and 6 copies

of the proposal must be submitted.

MDH reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used, along with other information that MDH deems appropriate, in determining the suitability of the proposal made. MDH will notify any responder if their application was not accepted. MDH has no obligation to explain the basis of or reasons for the decision it makes relating to the proposals and/or this RFP. Any proposal failing to respond to all requirements may be eliminated from consideration and not accepted.

For an application in response to the RFP to be considered, it must be a complete application and **MUST** be received by MDH on or before **4:30 p.m. CST on December 15, 2016**. Proposals submitted by e-mail or fax will not be accepted.

All RFP submissions must be sent to a MDH employee and time-stamped prior to the application deadline at the time of delivery. Application submissions should not be left unattended in an office or on a desk.

Proposals must be submitted in one of two ways:

US Postal Service to:

Christy Nguyen
Center for Health Equity
Minnesota Department of Health
Orville L. Freeman Building
PO Box 64975
St. Paul, MN 55164-0975

Hand or courier delivery to:

Christy Nguyen
Center for Health Equity
Minnesota Department of Health
Orville L. Freeman Building
625 Robert Street North
St. Paul, MN 55155-2538

NOTE: Delivery by hand or courier will be accepted **only** at the loading dock in the back of the Orville L. Freeman building, located on the west side of the building and accessible from Central Park Avenue East. Refer to the [MDH Freeman Building webpage](#) for directions.

Late proposals will not be accepted. It is the applicant's responsibility to allow sufficient time to address all potential delays. **Sole responsibility rests with the applicant to ensure that their application is received and time-stamped on or before the submission deadline.** MDH will not be responsible for a proposal that is delayed or lost in transit by the Postal Service or a private

carrier.

All costs incurred in responding to this RFP will be borne by the applicant.

This RFP does not obligate MDH to award a grant contract or complete the project described in this RFP. MDH reserves the right to cancel this RFP if it is considered to be in its best interests. The decision of MDH to disqualify an applicant or not award a grant contract is final.

All submissions are final. Full and complete proposals not received by the deadline given above will NOT be considered.

Proposal Contents

Proposals must include all required proposal materials including attachments. Failure to submit all the required information may, at the discretion of MDH, result in the rejection of the proposal. Do not provide any materials that are not requested in the RFP, as such materials will not be considered nor evaluated.

By submitting a proposal, each applicant warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential grant award. The submission of inaccurate or misleading information may be grounds for disqualification from the award, as well as subject the applicant to suspension or debarment proceedings as well as other remedies available by law.

Responders are expected to provide MDH with as much information in their proposal as the page limits allow for MDH to objectively evaluate the proposal and responder qualifications. Responders must identify any requirements of this RFP that they cannot satisfy. All responses to the RFP must comply with the requirements of the RFP.

If all responders fail to meet one or more of the requirements, MDH reserves the right to discontinue evaluating the proposals.

All responses and requested documents must be structured in the order listed below:

- 1. Cover Page**

Complete the form in Appendix B.

- 2. Table of Contents**

List all parts of your proposal including appendices.

- 3. Budget and Budget Justification**

Use the provided Budget Template (Excel) and Budget Justification Form in Appendix C, or create your own provided it has the same contents, and attach the budget and completed Budget Justification Form to your proposal.

For purposes of completing the cost proposal, the state does not make regular

payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. In addition, MDH only reimburses grantees for costs and expenses actually incurred.

4. Due Diligence Review Form

Complete the form in Appendix D and attach to your proposal. If an applicant is using a fiscal agent, the fiscal agent should complete the Due Diligence Review form.

5. Proposed Plan

Please format your written plan according to the following outline. Do not exceed 15 pages total for this portion of the proposal.

a. Design

- i. Describe your understanding of EHDl
- ii. Describe the overall approach you would take to meet the objectives outlined under the Scope of Work
 - Describe how you will provide one-on-one evaluation technical assistance and support to EHDl grantees
 - Describe how you will work with EHDl staff and MDH content experts to build a shared measurement system
 - Describe how you will work with EHDl staff and grantees to build and sustain a community of practice
 - Describe how you will assist grantees in disseminating findings

b. Implementation

- i. Describe your staffing plan
- ii. Describe the primary role of each team member
- iii. Submit a timeline of proposed activities
- iv. Describe your methods of communicating and reporting to MDH and with EHDl grantees

c. Challenges and Limitations

- i. Discuss any key elements or questions that would need to be addressed for the evaluation capacity building to be successful and how you plan to address them.

6. Qualifications, Organizational Capacities, and Previous Experience

Please respond to the following, in order. Do not exceed 10 pages total for this portion of the proposal.

- a. Briefly describe the organization sponsoring this application in terms of its history, mission, structure, size, location, and current portfolio of work.
- b. Briefly describe the principal staff's roles and responsibilities in the project.
- c. Briefly describe the professional training and work history of the principal staff and credentials they possess that may be relevant to the work to be performed under this grant. Resumes are not required but may be placed in an Appendix.

- d. Describe this team's strengths and limitations including, but not limited to: program evaluation planning; data collection and analysis; reporting; familiarity with measurement issues; evaluation technical assistance and support; and teaching evaluation using a mentorship, coaching, or consultative approach.
- e. Please list, and briefly describe, any previous work/projects that are similar or relevant to this grant in terms of clientele, size, scope, purpose, or approach.
- f. Describe your expertise and experience in working with community-based organizations, populations of color and American Indians, coalitions or partnerships, community health boards, community clinics, and other similar groups.
- g. Describe your expertise and experience in conducting evaluations of health promotion and/or disease prevention initiatives for public health agencies. Highlight any special expertise you may have with the eight health disparity areas identified for EHDl, social determinants of health strategies, and policy, systems and environmental change strategies to address health equity.
- h. Describe your expertise and experience in building and sustaining an evaluation community of practice, if any.

Applications that do not contain a response for each requested item will be disqualified and not scored.

MDH reserves the right to waive minor irregularities or request additional information to further clarify or validate information submitted in the proposal, provided the proposal, as submitted, substantially complies with the requirements of this RFP. There is, however, no guarantee MDH will look for information or clarification outside of the submitted written proposal. Therefore, it is important that all applicants ensure that all sections of their proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

Notice of Award

The grant award decision is anticipated to be made on January 9, 2017. Applicants will be notified by email and letter whether they were awarded the grant. MDH may negotiate changes to the proposed budget and work plan activities.

The grant may not be funded at the funding level requested. The work plan and budget submitted as part of proposal should not be considered final and approved by MDH if awarded.

Disposition of Responses

All proposals submitted in response to this RFP will become property of the State. In

accordance with Minnesota Statute Section 13.599, all proposals and their contents are private or nonpublic until the proposals are opened. Once the proposals are opened, the name and address of each applicant and the amounts requested is public. All other data in a proposal is private or nonpublic data until completion of the evaluation process, which is defined by statute as when MDH has completed negotiating the grant agreements with all selected grantees. After MDH has completed the evaluation process, all remaining data in the proposals is public with the exception of trade secret data as defined by Minnesota Statute Section 13.37. A statement by a grantee that the proposal is copyrighted or otherwise protected does not prevent public access to the proposal.

If an applicant submits any information in a proposal that it believes to be trade secret information, as defined by Minnesota Statute Section 13.37, the applicant must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted,
- Include a statement with its proposal justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MDH and the State of Minnesota, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MDH's award of a grant contract. In submitting a proposal in response to this RFP, the applicant agrees that this indemnification survives as long as the trade secret materials are in possession of MDH.

MDH reserves the right to reject a claim that any particular information in a proposal is trade secret information if it determines the applicant has not met the burden of establishing that the information constitutes a trade secret. MDH will not consider the budgets submitted by applicants to be proprietary or trade secret materials. Use of generic trade secret language encompassing substantial portions of the proposal or simple assertions of trade secret without substantial explanation of the basis for that designation will be insufficient to warrant a trade secret designation.

Grant Agreement

No work on grant activities may begin until a fully executed grant agreement is in place. A sample grant agreement can be found in Appendix E. Applicants should be aware of the terms and conditions of these standard grant agreements in preparing their proposals. Much of the language reflected in these agreements is required by statute. If an applicant takes exception to any of the terms, conditions, or language in the sample grant agreements, the applicant

must indicate those exceptions in writing in their proposal in response to this RFP. Certain exceptions may result in a proposal being disqualified from further review and evaluation. Only those exceptions indicated in a proposal will be available for discussion or negotiation.

The funded applicant will be legally responsible for assuring implementation of the work plan, cooperation with all evaluation requirements, and compliance with all state requirements, including worker's compensation, nondiscrimination, data privacy, budget compliance, and reporting.

Lobbying

The grantee may not use funds for lobbying, which is defined as advocating for a specific public policy after it has been formally introduced to a legislative body. Educating people about the importance of policies as a public health strategy is allowed with grant funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but does not make recommendations on a specific pieces of legislation. Education may be provided to public policymakers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to informal or private (nonpublic) policies.

Questions and Comments

All questions about this RFP or the RFP process must be sent to MDH by email only at OMMH@state.mn.us with the subject line "EHDl Evaluation Capacity Building RFP Question." Questions received by MDH on or before November 28, 2016 will be answered individually as soon as possible after the question is received. . MDH staff will post a summary of all questions and answers of a substantive nature to the MDH Center for Health Equity's [Funding Opportunities webpage](#) no later than December 1, 2016 so that all potential applicants will have access to the same information.

Appendix A:

Eliminating Health Disparities Statute

145.928 ELIMINATING HEALTH DISPARITIES.

Subdivision 1. Goal; establishment.

It is the goal of the state, by 2010, to decrease by 50 percent the disparities in infant mortality rates and adult and child immunization rates for American Indians and populations of color, as compared with rates for whites. To do so and to achieve other measurable outcomes, the commissioner of health shall establish a program to close the gap in the health status of American Indians and populations of color as compared with whites in the following priority areas: infant mortality, breast and cervical cancer screening, HIV/AIDS and sexually transmitted infections, adult and child immunizations, cardiovascular disease, diabetes, and accidental injuries and violence.

Subd. 2. State-community partnerships; plan.

The commissioner, in partnership with culturally based community organizations; the Indian Affairs Council under section [3.922](#); the Council on Affairs of Chicano/Latino People under section [3.9223](#); the Council on Black Minnesotans under section [3.9225](#); the Council on Asian-Pacific Minnesotans under section [3.9226](#); community health boards as defined in section [145A.02](#); and tribal governments, shall develop and implement a comprehensive, coordinated plan to reduce health disparities in the health disparity priority areas identified in subdivision 1.

Subd. 3. Measurable outcomes.

The commissioner, in consultation with the community partners listed in subdivision 2, shall establish measurable outcomes to achieve the goal specified in subdivision 1 and to determine the effectiveness of the grants and other activities funded under this section in reducing health disparities in the priority areas identified in subdivision 1. The development of measurable outcomes must be completed before any funds are distributed under this section.

Subd. 4. Statewide assessment.

The commissioner shall enhance current data tools to ensure a statewide assessment of the risk behaviors associated with the health disparity priority areas identified in subdivision 1. The statewide assessment must be used to establish a baseline to measure the effect of activities funded under this section. To the extent feasible, the commissioner shall conduct the assessment so that the results may be compared to national data.

Subd. 5. Technical assistance.

The commissioner shall provide the necessary expertise to grant applicants to ensure that submitted proposals are likely to be successful in reducing the health disparities identified in subdivision 1. The commissioner shall provide grant recipients with guidance and training on best or most promising

strategies to use to reduce the health disparities identified in subdivision 1. The commissioner shall also assist grant recipients in the development of materials and procedures to evaluate local community activities.

Subd. 6. Process.

(a) The commissioner, in consultation with the community partners listed in subdivision 2, shall develop the criteria and procedures used to allocate grants under this section. In developing the criteria, the commissioner shall establish an administrative cost limit for grant recipients. At the time a grant is awarded, the commissioner must provide a grant recipient with information on the outcomes established according to subdivision 3.

(b) A grant recipient must coordinate its activities to reduce health disparities with other entities receiving funds under this section that are in the grant recipient's service area.

Subd. 7. Community grant program; immunization rates and infant mortality rates.

(a) The commissioner shall award grants to eligible applicants for local or regional projects and initiatives directed at reducing health disparities in one or both of the following priority areas:

(1) decreasing racial and ethnic disparities in infant mortality rates; or

(2) increasing adult and child immunization rates in nonwhite racial and ethnic populations.

(b) The commissioner may award up to 20 percent of the funds available as planning grants. Planning grants must be used to address such areas as community assessment, coordination activities, and development of community supported strategies.

(c) Eligible applicants may include, but are not limited to, faith-based organizations, social service organizations, community nonprofit organizations, community health boards, tribal governments, and community clinics. Applicants must submit proposals to the commissioner. A proposal must specify the strategies to be implemented to address one or both of the priority areas listed in paragraph (a) and must be targeted to achieve the outcomes established according to subdivision 3.

(d) The commissioner shall give priority to applicants who demonstrate that their proposed project or initiative:

(1) is supported by the community the applicant will serve;

(2) is research-based or based on promising strategies;

(3) is designed to complement other related community activities;

(4) utilizes strategies that positively impact both priority areas;

(5) reflects racially and ethnically appropriate approaches; and

(6) will be implemented through or with community-based organizations that reflect the race or ethnicity of the population to be reached.

Subd. 7a. Minority-run health care professional associations.

The commissioner shall award grants to minority-run health care professional associations to achieve

the following:

- (1) provide collaborative mental health services to minority residents;
- (2) provide collaborative, holistic, and culturally competent health care services in communities with high concentrations of minority residents; and
- (3) collaborate on recruitment, training, and placement of minorities with health care providers.

Subd. 8. Community grant program; other health disparities.

(a) The commissioner shall award grants to eligible applicants for local or regional projects and initiatives directed at reducing health disparities in one or more of the following priority areas:

- (1) decreasing racial and ethnic disparities in morbidity and mortality rates from breast and cervical cancer;
- (2) decreasing racial and ethnic disparities in morbidity and mortality rates from HIV/AIDS and sexually transmitted infections;
- (3) decreasing racial and ethnic disparities in morbidity and mortality rates from cardiovascular disease;
- (4) decreasing racial and ethnic disparities in morbidity and mortality rates from diabetes; or
- (5) decreasing racial and ethnic disparities in morbidity and mortality rates from accidental injuries or violence.

(b) The commissioner may award up to 20 percent of the funds available as planning grants. Planning grants must be used to address such areas as community assessment, determining community priority areas, coordination activities, and development of community supported strategies.

(c) Eligible applicants may include, but are not limited to, faith-based organizations, social service organizations, community nonprofit organizations, community health boards, and community clinics. Applicants shall submit proposals to the commissioner. A proposal must specify the strategies to be implemented to address one or more of the priority areas listed in paragraph (a) and must be targeted to achieve the outcomes established according to subdivision 3.

(d) The commissioner shall give priority to applicants who demonstrate that their proposed project or initiative:

- (1) is supported by the community the applicant will serve;
- (2) is research-based or based on promising strategies;
- (3) is designed to complement other related community activities;
- (4) utilizes strategies that positively impact more than one priority area;
- (5) reflects racially and ethnically appropriate approaches; and
- (6) will be implemented through or with community-based organizations that reflect the race or ethnicity of the population to be reached.

Subd. 9. Health of foreign-born persons.

(a) The commissioner shall distribute funds to community health boards for health screening and follow-up services for tuberculosis for foreign-born persons. Funds shall be distributed based on the following formula:

(1) \$1,500 per foreign-born person with pulmonary tuberculosis in the community health board's service area;

(2) \$500 per foreign-born person with extra pulmonary tuberculosis in the community health board's service area;

(3) \$500 per month of directly observed therapy provided by the community health board for each uninsured foreign-born person with pulmonary or extra pulmonary tuberculosis; and

(4) \$50 per foreign-born person in the community health board's service area.

(b) Payments must be made at the end of each state fiscal year. The amount paid per tuberculosis case, per month of directly observed therapy, and per foreign-born person must be proportionately increased or decreased to fit the actual amount appropriated for that fiscal year.

Subd. 10. Tribal governments.

The commissioner shall award grants to American Indian tribal governments for implementation of community interventions to reduce health disparities for the priority areas listed in subdivisions 7 and 8. A community intervention must be targeted to achieve the outcomes established according to subdivision 3. Tribal governments must submit proposals to the commissioner and must demonstrate partnerships with local public health entities. The distribution formula shall be determined by the commissioner, in consultation with the tribal governments.

Subd. 11. Coordination.

The commissioner shall coordinate the projects and initiatives funded under this section with other efforts at the local, state, or national level to avoid duplication and promote complementary efforts.

Subd. 12. Evaluation.

Using the outcomes established according to subdivision 3, the commissioner shall conduct a biennial evaluation of the community grant programs, community health board activities, and tribal government activities funded under this section. Grant recipients, tribal governments, and community health boards shall cooperate with the commissioner in the evaluation and shall provide the commissioner with the information needed to conduct the evaluation.

Subd. 13. Reports.

(a) The commissioner shall submit a biennial report to the legislature on the local community projects, tribal government, and community health board prevention activities funded under this section. These reports must include information on grant recipients, activities that were conducted using grant funds, evaluation data, and outcome measures, if available. These reports are due by January 15 of every other year, beginning in the year 2003.

(b) The commissioner shall submit an annual report to the chairs and ranking minority members of the

House of Representatives and senate committees with jurisdiction over public health on grants made under subdivision 7 to decrease racial and ethnic disparities in infant mortality rates. The report must provide specific information on the amount of each grant awarded to each agency or organization, the population served by each agency or organization, outcomes of the programs funded by each grant, and the amount of the appropriation retained by the commissioner for administrative and associated expenses. The commissioner shall issue a report each January 15 for the previous fiscal year beginning January 15, 2016.

Subd. 14. Supplantation of existing funds.

Funds received under this section must be used to develop new programs or expand current programs that reduce health disparities. Funds must not be used to supplant current county or tribal expenditures.

Subd. 15. Promising strategies.

For all grants awarded under this section, the commissioner shall consider applicants that present evidence of a promising strategy to accomplish the applicant's objective. A promising strategy shall be given the same weight as a research or evidence-based strategy based on potential value and measurable outcomes.

Appendix B: Proposal Cover Sheet

1. Lead Applicant Organization: Organization that will serve as the fiscal agent for project. Grant agreement will be executed with this organization.

Legal Name:

Federal Tax ID #: State Tax ID #:

2. Contact Person for Further Information on Proposal:

Name:

Title:

Organization:

Address:

Phone:

Email:

I certify that the information contained herein is true and accurate to the best of my knowledge, and I have been authorized to submit this proposal on behalf of the applicant organizations listed above.

Signature of Authorized Official

Title of Authorized Official

Date

Appendix C: Budget Justification Form

Instructions: **A complete cost proposal includes a completed Budget Template (Excel document) and a narrative justification for identified sections below.** The narrative justification should include a description expenses for the funds requested and how their use will support the proposal. Responders may use/edit the provided Budget Template and Budget Justification Form or create their own, but must include all the information in the provided template and form.

Section 1. Salary and Wages Justification

This should include all employees of the applicant organization whose work is tied to the proposal. Include a description of the personnel funds requested and how their use will support the purpose and goals of this proposal. Be sure to describe the role, responsibilities and unique qualifications of each position and the specific components of any fringe benefits.

Section 2. Consultant Costs Justification

The project activities to be undertaken by a third-party contractor should be included in this category. Include a description of the need for each consultant or contractor and how their use will support the purpose and goals of this proposal.

A contract is generally the amount paid to nonemployees for services or products. A consultant is a non-employee who provides advice and expertise in a specific program area. A complete itemization of the costs comprising the charge should be attached to the budget. If there is more than one contractor, each must be budgeted separately and must have an attached itemization.

Section 3. Supplies Justification

Include a description of the supplies requested and how their purchase will support the purpose and goals of this proposal.

Section 4. Travel Budget Justification

Describe the purpose and need for travel and how costs were determined. Travel may include costs associated with travel for meetings, site visits, and other items included in the work plan. The lowest available commercial fares for coach or equivalent accommodations must be used. Reimbursement rates for travel and subsistence will follow the [Commissioner’s Plan](#) (see Sample Grant Agreement section 4.1c).

Section 5. Other

Include a description of expenses not covered in any other budget category, including how these expenses contribute to the purpose toward the goals of this proposal.

Appendix D: Due Diligence Review Form

Due Diligence Review Form Version 2.0, 8/16



Due Diligence Review Form

Purpose

The Minnesota Department of Health (MDH) must conduct due diligence reviews for non-governmental organizations (NGOs) applying for grants, according to MDH Policy 240.

Definition

Due diligence refers to the process through which MDH researches an organization’s financial and organizational health and capacity (MDH Policy 240). The due diligence process is not an audit or a guarantee of an organization’s financial health or capacity. It is a review of information provided by a NGO and other sources to make an informed funding decision.

Instructions

As an applicant for MDH funds you must answer the following questions about your organization, and return the form (along with any required additional documentation) as part of your application.

Organization Information Questionnaire

Question	Response	
1. How long has your organization been doing business?		
2. How many employees does your organization have (both part time and full time)?		
3. What was your organization's total revenue in the most recent 12-month accounting period?		
4. How many different funding sources does the total revenue come from?		
5. Does your organization have a current 501(c)3 status from the IRS? Circle Yes or No.	Yes	No
6. Has your organization done business under any other name(s) within the last five years? Circle Yes or No. 7. If yes, list name(s) used.	Yes	No

Question	Response		
<p>7. Is your organization affiliated with or managed by any other organizations, such as a regional or national office? Circle Yes or No.</p> <p>8. If yes, provide details.</p>	Yes	No	
<p>8. Does your organization receive management or financial assistance from any other organizations? Circle Yes or No.</p> <p>9. If yes, provide details.</p>	Yes	No	
<p>9. Have you been a grantee of the Minnesota Department of Health within the last five years? Circle Yes or No.</p> <p>10. If yes, from which division(s)?</p>	Yes	No	
<p>10. Does your organization have written policies and procedures for accounting processes? Circle Yes or No.</p> <p>11. If yes, please attach a copy of the table of contents.</p>	Yes	No	
<p>11. Does your organization have written policies and procedures for purchasing processes? Circle Yes or No.</p> <p>12. If yes, please attach a copy of the table of contents.</p>	Yes	No	
<p>12. Does your organization have written policies and procedures for payroll processes? Circle Yes or No.</p> <p>13. If yes, please attach a copy of the table of contents.</p>	Yes	No	
<p>13. Which of the following best describes your organization's accounting system? Circle one response.</p>	Manual	Automated	Both
<p>14. Does the accounting system identify the deposits and expenditures of program funds for each and every grant separately? Circle one response.</p>	Yes	No	Not sure
<p>15. If your organization has multiple programs within a grant, does the accounting system record the expenditures for each and every</p>	Yes or Not applicable	No	Not sure

Question		Response	
program separately by budget line items? Circle one response.			
16. Are time studies conducted for employees who receive funding from multiple sources? Circle one response.	Yes or Not applicable	No	Not sure
17. Does the accounting system have a way to identify over-spending of grant funds? Circle one response.	Yes	No	Not sure
18. If grant funds are mixed with other funds, can the grant expenses be easily identified? Circle one response.	Yes	No	Not sure
19. Are the officials of the organization bonded? Circle one response.	Yes	No	Not sure
20. Did an independent certified public accountant (CPA) ever examine the organization's financial statements? Circle one response.	Yes	No	Not sure
21. Has any debt been incurred in the last six months? Circle Yes or No. 14. If yes: <ul style="list-style-type: none"> • What was the reason for the new debt? • What is the funding source for paying back the new debt? 		Yes	No
22. What is the current amount of unrestricted funds compared to total revenues?			
23. Are there any current or pending lawsuits against the organization? Circle Yes or No.		Yes	No
24. If yes, could there be an impact on the organization's financial position? Circle one response.		Yes	No or Not applicable

Question	Response	
25. Has the organization lost any funding due to accountability issues, misuse, or fraud? Circle Yes or No. 15. If yes, please describe the situation, including when it occurred and whether issues have been corrected.	Yes	No

Additional Documentation Required

The following documentation is required in addition to the due diligence form.

IF you're an NGO with annual income of...	THEN submit your most recent:
under \$50,000 OR have not been in existence long enough to have a completed IRS Form 990 or audit	board-reviewed financial statements examples: Statement of Activities; Statement of Financial Position
\$50,000 – \$750,000	IRS Form 990
over \$750,000	certified financial audit

Appendix E: MDH Grants Standard Agreement Template



Standard Grant Template Version 1.7, 8/16

Grant Agreement Number [insert grant number](#)

Between the Minnesota Department of Health and [insert grantee name](#)

Purchase Order Number [insert PO number](#)

If you circulate this grant agreement internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant agreement should have access to this document.

Minnesota Department of Health Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and [Insert name of Grant](#) ("Grantee"). Grantee's address is [Insert complete address](#).

Recitals

1. Under Minnesota Statutes 144.0742 and 145.928, the State is empowered to enter into this grant agreement.
2. The State is in need of [Add 1-2 sentences describing the overall purpose of the grant](#).
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 Effective date [Spell out the full date, e.g., January 1, 2012](#), or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration date [Spell out the full date, e.g., December 31, 2012](#), or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 Survival of Terms The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and

Venue.

2. Grantee's Duties The Grantee, who is not a state employee, shall: [Attach additional pages if needed, using the following language, "complete to the satisfaction of the State all of the duties set forth in Exhibit A, which is attached and incorporated into this agreement."](#)

3. Time The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

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

(a) Compensation. The Grantee will be paid [Explain how the Grantee will be paid— examples: "an hourly rate of \\$0.00 up to a maximum of X hours, not to exceed \\$0.00 and travel costs not to exceed \\$0.00," Or, if you are using a breakdown of costs as an attachment, use the following language, "according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement."](#)

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed [TOTAL AMOUNT OF GRANT AGREEMENT AWARD IN WORDS](#) dollars (\$ [INSERT AMOUNT IN NUMERALS](#)).

(c) Travel Expenses The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: **Example: "Upon completion of the services," or if there are specific deliverables, list how much will be paid for each deliverable, and when.** The State does not pay merely for the passage of time.

(b) Matching Requirements If applicable, insert the conditions of the matching requirement. If not applicable, please delete this entire matching paragraph. Grantee certifies that the following matching requirement, for the grant will be met by Grantee:

(c) Federal Funds Include this section for all federally funded grants; delete it if this section does not apply. Payments under this agreement will be made from federal funds obtained by the State through Title **insert number**, CFDA number **insert number** of the **insert name of law** Act of **insert year**, including public law and all amendments. The Notice of Grant Award (NGA) number is **insert number**. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the State to the Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is **insert name, title, address, telephone number, and e-mail**, or **select one: "his" or "her"** successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is [insert name, title, address, telephone number, and e-mail](#), or [select one: "his" or "her"](#) successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

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

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

8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by the Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment Disposition of all equipment purchased under this grant shall be in accordance with 2 CFR 200. For all equipment having a current per unit fair market value of \$5,000 or more, the State shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal 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 grantee to another. **12. Ownership of Materials and Intellectual Property Rights**

12.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and

damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

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

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding The State may immediately terminate this agreement 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 work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the

lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

(If this grant agreement disburses any federal funds, delete the following section as Lobbying with federal funds is covered in Other Provisions. If this grant agreement disburses ONLY state funds, include the following section and delete Other Provisions.)

17. Lobbying Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

17. Other Provisions If this grant agreement disburses any federal funds, all of the following provisions must be included. Delete this entire clause (#17) if the grant agreement disburses only state funds.

17.1 Contractor Debarment, Suspension and Responsibility Certification

Federal regulation 2 CFR 200.12 prohibits the State from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly Minnesota Statute §16C.03, Subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the Federal Government expects the State to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this contract, Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;

(b) Have not within a three-year period preceding this contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

(d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant/contract are in violation of any of the certifications set forth above.

17.2 Audit Requirements to be Included in Grant Agreements with Subrecipients

(a) For subrecipients (grantees) that are state or local governments, non-profit organizations, or Indian Tribes:

If the Grantee expends total federal assistance of \$750,000 or more per year, the grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

Audits shall be made annually unless the grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients (grantees) that are institutions of higher education or hospitals:

If the Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, the Grantee agrees to obtain a financial and compliance audit made in accordance with 2 CFR 200. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the Grantee spent federal assistance funds in accordance with applicable laws and regulations.

(b) The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

(c) The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of

the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

(d) The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

(e) If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.* and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.

(f) Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

(g) The Statement of Expenditures form can be used for the schedule of federal assistance.

(h) The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

(i) The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

2 CFR 200 requires recipients of more than \$750,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse

17.3 Drug-Free Workplace Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at 34 CFR Part 85, Subpart F.

17.4 Lobbying The Grantee agrees to comply with the provisions of United States Code, Title 31, Section 1352. The Grantee must not use any federal funds from the State to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If the Grantee uses any funds other than the federal funds from the State to conduct any of the aforementioned activities, the Grantee must complete and submit to the State the disclosure form specified by the State. Further, the Grantee must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

17.5 Equal Employment Opportunity Grantee agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.

17.6 Cost Principles The Grantee agrees to comply with the provisions 2 CFR 200 regarding cost principles for administration of this grant award for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

17.7 Rights to Inventions – Experimental, Developmental or Research Work The Grantee agrees to comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

17.8 Clean Air Act The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

17.9 Whistleblower Protection for Federally Funded Grants The "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," 41 U.S.C. 4712, states, "employees of a contractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants, contracts, subgrants, and subcontracts through January 1, 2017.

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

APPROVED:

1. Grantee

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. State Agency

Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____ (with delegated authority)

Title: _____

Date: _____

Distribution:

Agency – Original (fully executed) Grant Agreement

Grantee

State Authorized Representative