

Commercial Tobacco-Free Communities Grant Program

REQUEST FOR PROPOSALS

Minnesota Department of Health
PO Box 64882
St. Paul, MN 55164-0882
651-201-3535
tobacco@state.mn.us
www.health.state.mn.us

April 2022

To obtain this information in a different format, call: 651-201-3535

Table of Contents

| | |
|---|----|
| Commercial Tobacco-Free Communities Grant Program..... | 1 |
| RFP Part 1: Overview | 3 |
| 1.1 General Information | 3 |
| 1.2 Program Description | 3 |
| 1.3 Funding and Project Dates | 6 |
| 1.4 Eligible Applicants..... | 6 |
| 1.5 Questions and Answers | 7 |
| RFP Part 2: Program Details | 9 |
| 2.1 Priorities..... | 9 |
| 2.2 Eligible Projects..... | 9 |
| 2.3 Grant Management Responsibilities | 17 |
| 2.4 Grant Provisions | 18 |
| 2.5 Review and Selection Process | 21 |
| RFP Part 3: Application and Submission Instructions | 24 |
| 3.1 Application Deadline | 24 |
| 3.2 Application Submission Instructions | 24 |
| 3.3 Application Instructions..... | 24 |
| RFP Part 4: Attachments | 26 |

RFP Part 1: Overview

1.1 General Information

- **Announcement Title:** Commercial Tobacco-Free Communities Grant Program
- **Commercial Tobacco Prevention and Control** (<http://www.health.mn.gov/tobacco>)
- **Request for Proposals for Commercial Tobacco-Free Communities Grant Program** (<https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc>)
- **Information Webinar:** Monday, April 25, 2022 from noon – 1 p.m. Central Time
- **Notice of Intent Deadline:** Monday, May 2, 2022 (strongly encouraged but not required)
- **Application Deadline:** Wednesday, July 6, 2022 by 4 p.m. Central Time

1.2 Program Description

The Minnesota Department of Health (MDH) invites proposals to create community-driven changes to policies, practices, systems, and environments to reduce commercial tobacco use and secondhand smoke exposure among populations experiencing commercial tobacco-related disparities.

The purpose of this Request for Proposals (RFP) is to fund projects that create community-driven and culturally responsive strategies that work to change community norms related to harmful commercial tobacco, and result in sustainable changes.

This RFP refers to commercial tobacco products, which are the products tobacco manufacturers and retailers sell. Commercial tobacco is different from traditional or sacred tobacco used by some American Indian communities for sacred purposes. The tobacco plant is considered a sacred gift by many American Indian and Alaska Native communities. Traditional tobacco has been used for spiritual and medicinal purposes by these communities for generations. It is central to culture, spirituality, and healing. Tribal methods and ingredients differ, but traditional tobacco, called “caṅsasa” (Dakota) or “asemaa” (Anishinaabek) by area tribes, is carefully hand-prepared and offered respectfully for prayer, healing, and ceremony. Traditional tobacco is natural, not inhaled or addictive, and has no additives.^{1,2}

References to commercial tobacco product use prevention and cessation do not include traditional or sacred tobacco.

Aligning with the goals of the Centers for Disease Control and Prevention’s (CDC) National and State Tobacco Control Program, the overarching goals of this grant program are to:

¹ National Native Network: Traditional Tobacco. <http://keepitsacred.itcmi.org/tobacco-and-tradition/traditional-tobacco-use/>.

² South Dakota Department of Health: Tribal Tobacco Policy Toolkit. <https://www.findyourpowersd.com/wp-content/uploads/2020/06/Tribal-Community-Toolkit.pdf>.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

- Strengthen community capacity to limit the influence and harms of commercial tobacco
- Prevent initiation of commercial tobacco use among youth and young adults
- Eliminate exposure to secondhand smoke
- Promote quitting of commercial tobacco use among adults and youth
- Advance health equity by identifying and eliminating commercial tobacco product-related inequities and disparities

Several key objectives and activities will guide grantees' work. Rooted in community engagement and driven by the community served, grantees will conduct a common set of foundational activities: engaging partners, information gathering and planning, and community education to implement policy, practice, systems, and environmental changes (also known as PSE).

Policy, practice, systems, and environmental change³ approaches seek to go beyond programs and individual behavior and into modifying the environment to make healthy choices practical and available to all community members. These changes are intended to be ongoing, sustainable, integrated into community settings, and produce behavior change over time.

MDH recognizes that addressing root causes of health inequities (also known as social determinants of health) is essential to reducing commercial tobacco-related disparities. Applicants are encouraged to connect commercial tobacco use-related efforts to other community concerns or priorities and the social determinants of health. These are defined by public health organizations like MDH, CDC, and the World Health Organization as the conditions in places where people live, learn, work, play, worship, and age that affect health. Examples of social determinants or root causes of health inequities include:

- | | |
|-------------------------|--|
| ▪ Access to health care | ▪ Neighborhood conditions |
| ▪ Education | ▪ Public safety |
| ▪ Employment | ▪ Racism, discrimination, and violence |
| ▪ Food access | ▪ Social connections and support |
| ▪ Income | ▪ Transportation |
| ▪ Housing | |

³ Policy change includes ordinances, resolutions, requirements or procedures that govern behavior or practices within an organization, community, system, etc. Practice change includes changes within community-specific cultural practices or protocols, such as community gatherings, celebrations, or gift-giving practices. Systems change includes changes in processes or procedures that impact all elements of an organization, institution or system so that people or departments within that organization, institution or system change the way they operate or do their work. Environmental change includes changes to the economic, social or physical environment to benefit entire populations.

Background

Thanks to effective, evidence-based policies passed in the last few decades, Minnesota's smoking rates are the lowest ever recorded. Among adults, the percentage of Minnesota adults who smoke cigarettes has decreased from 19.1% in 2011 to 13.8% in 2020.⁴ Among youth, 3.2% of high school students reported having smoked a cigarette in the past 30 days (current smoking), a steep decline from 9.6% in 2017.⁵ A variety of broad-based, state and local policy, practices, systems, and environmental changes have increased commercial tobacco-free environments, raised the price of commercial tobacco, and reduced access to commercial tobacco products - all of which have contributed to the decrease in cigarette smoking in Minnesota.

Despite this historic progress, commercial tobacco use in Minnesota is still a problem. In recent years, the introduction of e-cigarettes, or vaping, has led to a dramatic surge in youth use of e-cigarettes, also called vapes. E-cigarettes are now the most commonly used form of commercial tobacco among youth in Minnesota. Data from the 2020 Minnesota Youth Tobacco Survey revealed that one in five (19.3%) high school students had used e-cigarettes in the past 30 days, a 50% increase in e-cigarette use since 2014.

Another concerning trend we have seen over the last decade is a decline in quit attempts among adults who currently smoke. In 2020, only 49.5% of Minnesotans who smoke reported a quit attempt in the past year, compared to 57.5% in 2011.⁶ These data suggest that Minnesotans who smoke need additional support to try to stop smoking and be successful.

Finally, disparities and inequities in commercial tobacco use and exposure persist. While commercial tobacco use has declined in the general population, some communities continue to have higher rates of commercial tobacco use, secondhand smoke exposure, and harms from commercial tobacco. These span across several sociodemographic characteristics, including race, ethnicity, sexual orientation, gender identity, income, education, age, geography, and mental health status.

Populations experiencing commercial tobacco-related disparities are the focus of this RFP and include those that:

- Have high prevalence of commercial tobacco use;
- Are disproportionately impacted by the harms of commercial tobacco;
- Are less likely to use cessation services; and/or
- Are targeted by the tobacco industry.

Find additional Minnesota commercial tobacco data at <https://www.health.state.mn.us/communities/tobacco/data>.

⁴ Behavioral Risk Factor Surveillance System, 2011, 2020.

⁵ Minnesota Youth Tobacco Survey, 2020.

⁶ Behavioral Risk Factor Surveillance System, 2011, 2020.

1.3 Funding and Project Dates

Funding

This funding comes from Minnesota Statute 144.396: Tobacco Use Prevention appropriations.

Funding will be allocated through a competitive process. If selected, you may only incur eligible expenditures once the grant agreement is fully executed and the grant has reached its effective date.

| Annual Funding | Estimate |
|----------------------------------|--------------------|
| Estimated Total Amount to Grant | \$1,400,000 Annual |
| Estimated Total Number of Awards | 10 - 12 |
| Estimated Award Maximum | \$150,000 Annual |
| Estimated Award Minimum | \$100,000 Annual |

Of the estimated total number of awards, MDH anticipates awarding 7 – 9 grants for community-based strategies and 3 – 4 grants for the public policy strategies. See page 12 for strategy options.

Match Requirement

There is no match requirement for this grant program.

Project Dates

Grants are anticipated to start November 1, 2022, and the projected end date is October 31, 2026.

1.4 Eligible Applicants

Eligible applicants include community-based organizations located within the state of Minnesota. No grants will be awarded to individuals or informal groups of individuals.

Community health boards, tribal governments, and for-profit entities are not eligible for this funding.

Applicants must have state or federal recognition as a formal organization or entity, such as a Federal Employer Identification Number or 501(c)(3) status. Organizations without recognition as a formal organization or entity may apply with a fiscal agent.⁷

⁷ A fiscal agent is an organization that assumes full legal and contractual responsibility for the fiscal management and award conditions of the grant funds and has authority to sign the grant agreement. A fiscal agent is often a different organization than the operating organization (which performs the work). In a multi-organization collaboration, however, one organization must be designated as the fiscal agent.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

Applicants must be located in and conduct grant activities within the state of Minnesota, but fiscal agents may be located outside of Minnesota. Eligible applicants who wish to work together but have not formed a legal partnership must designate one organization as a fiscal agent.

Priority will be given to applicants:

- Whose staff, leadership, and board are representative of the community proposed to serve.
- Who have established authentic, trusted relationships with the community proposed to serve.
- Whose proposals will serve populations that:
 - Have high prevalence of commercial tobacco use;
 - Are disproportionately impacted by the harms of commercial tobacco;
 - Are less likely to use cessation services; and/or
 - Are targeted by the tobacco industry.

Eligible organizations currently receiving other grant funds from MDH may apply for this funding opportunity. MDH may prioritize community-based organizations that have not historically had access to state grant funding. MDH may also consider the total funds an organization is receiving from MDH's Commercial Tobacco Prevention and Control Program. These grant funds may not be used to duplicate nor supplant existing efforts funded through MDH or other sources, meaning these grant funds must be used for new or different activities not otherwise being funded.

Collaboration

Collaborations between organizations or entities are welcome, but not required. A single application should be submitted on behalf of all partners in the collaboration.

MDH recognizes the sovereignty of tribal nations. We will only fund non-tribal-led projects in tribal communities if the applicant has full support of the tribal government. If a non-tribal applicant proposes to work with a tribal government or tribal community, the applicant must be prepared to provide written verification that the tribal government approves of the project before a grant award is offered.

1.5 Questions and Answers

All questions regarding this RFP must be submitted online at [Request for Proposals for Commercial Tobacco-Free Communities Grant Program](https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc) (<https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc>). Answers will be posted on the RFP webpage on Fridays no later than 4 p.m. Central Time through Friday, June 24, 2022.

Please submit questions no later than 4 p.m. Central Time on Tuesday, June 21, 2022.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST
FOR PROPOSALS

To ensure the proper and fair evaluation of all applications, other communications regarding this RFP, including verbal, telephone, written, or online, initiated by or on behalf of any applicant to any employee of MDH, other than questions submitted to as outlined above, are prohibited. **Any violation of this prohibition may result in the disqualification of the applicant.**

RFP Information Webinar

Potential applicants are strongly encouraged to attend an optional information webinar on Monday, April 25, 2022 from noon - 1 p.m. Central Time. A recording of the webinar will be available on the RFP webpage within three business days. All questions regarding this RFP must be submitted online at [Request for Proposals for Commercial Tobacco-Free Communities Grant Program \(https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc\)](https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc).

RFP Part 2: Program Details

2.1 Priorities

Health Equity Priority

It is the policy of the State of Minnesota to ensure fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant making. [Policy on Rating Criteria for Competitive Grant Review \(https://mn.gov/admin/assets/08-02%20Grants%20Policy%20Revision%20September%202017%20final_tcm36-312046.pdf\)](https://mn.gov/admin/assets/08-02%20Grants%20Policy%20Revision%20September%202017%20final_tcm36-312046.pdf) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

MDH is seeking and will prioritize applicant organizations that represent and serve populations experiencing commercial tobacco-related disparities. Applicants will identify the community to serve and demonstrate community need. Grantees will measure performance in reaching these populations in annual work plans, progress reporting, and program evaluation of grant activities.

2.2 Eligible Projects

Projects must be community-driven, respond to community needs and voices, and contribute to sustainable change within the community. Proposed project activities should include approaches that reflect the cultural values and practices of the community and leverage community strengths.

Community Engagement

Community engagement is an ongoing process through which community members are involved in issue identification, problem solving, and shared decision making. Grantees should work collaboratively with community members at all stages and levels of the work to ensure activities and strategies are appropriate and welcomed by the community, resulting in strategies that are community driven.

It is essential that the community members affected by the harms of commercial tobacco use and impacted by the work are intentionally engaged as partners and co-creators throughout the work. Focus should be given to maintaining trusted relationships with community members and partners, building community leadership, leveraging existing community and cultural practices and resources, and sharing decision making.

All strategy selection, planning, and implementation should include the components described below. Collectively, these components help to change social norms around commercial tobacco, foster community readiness and support for commercial tobacco prevention and control policies, and serve as the foundation to identify and carryout community-driven efforts.

Engaging Partners

Engaging partners is important for several reasons, including making sure project activities reflect the needs and views of the community, identifying opportunities, bringing the attention to the harms of commercial tobacco use where it may not be a priority, and driving and sustaining change.

Applicants are required to address in their proposal how they will identify and engage existing and new partners, including those within the community who may not work in commercial tobacco prevention and control, to foster collaboration and incorporate community strengths and networks. Key partners could include those involved in social and racial justice, areas across the social determinants of health, cultural or faith groups, and other important aspects or services occurring in the community.

Partners should be included in leadership, decision making, and dissemination of information. The types of partnerships may vary by grantee, community needs, and scope of work. For example, some partnerships may include forming advisory groups or working with youth groups, coalitions, elders, faith leaders, or other influential community members.

Information Gathering and Planning

Assessing community resources, needs, and gaps should help inform activities and project direction. Community members and partners should be directly involved with collecting information. Some information may be collected to help planning as work begins, and some may be collected as needed throughout the grant period.

Information can be collected in several ways, such as listening sessions, interviews, literature reviews, or surveys. If an applicant has existing, current assessment data or information, they should demonstrate how it will be used to support proposed work.

Planning may include assessing the following:

- Community and cultural practices, needs, use patterns, and perspectives related to commercial and/or traditional tobacco.
- Social norms around commercial and/or traditional tobacco and the social, cultural, and environmental factors that influence commercial and/or traditional tobacco use.
- Community priorities and how to connect and integrate commercial tobacco prevention and cessation with high-priority issues.
- Gaps in existing smoke- and commercial tobacco-free environments and policies within the community.
- Availability and accessibility of commercial tobacco products and where community members are most exposed to commercial tobacco use and secondhand smoke.

Community Education

Community education helps raise awareness, address misconceptions, and build community support for commercial tobacco prevention and control efforts. Community education may

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

address a variety of tobacco-related topics, such as commercial tobacco use and secondhand smoke exposure data, prevention initiatives, cessation promotion, and traditional and cultural use of tobacco.

Community education may use multiple communication strategies. Messaging and communication strategies should accommodate cultural context and social structures and resonate with target audiences. Community education should include outreach from those reflective of the community, as well as messaging that reflects community values and acknowledges cultural and social norms and historical context. Community education activities should be ongoing throughout the grant period.

Community education can be formal or informal and take several forms, such as:

- Paid media (e.g., television, radio, print ads, paid social media)
- Earned media (e.g., letters to the editor, editorials, radio or television interviews)
- Social media (e.g., Facebook, Instagram posts)
- Digital storytelling, photovoice, podcasts, or other participatory media
- Oral traditions or storytelling
- Conversations with community members
- Presentations, community meetings, and community events
- Tobacco education programs, including language revitalization efforts where lessons focus on traditional tobacco or providing culture-based education

Community members should be involved in the development of messaging and communication and outreach strategies to ensure cultural relevance and effectiveness. Grantees are encouraged to contract with communication or design experts from within the community for art or graphic design or other messaging creation as needed.

MDH will work with grantees within the first year of the grant to create communication plans that align with work plan activities and objectives.

Cessation Promotion

Educating community about existing cessation benefits and resources available is required. Grantees can serve as a trusted resource for community members, increasing knowledge of cessation services and their availability, and ultimately referring community members to existing services. Grantees will identify outreach and messaging strategies that will work best in their community.

Quit Partner™ (<https://www.quitpartnermn.com>) provides Minnesotans with free programs and tools in English and Spanish to help individuals quit commercial tobacco (also referred to as cessation). Promotion of Minnesota's Quit Partner cessation programs – including the Behavioral Health Program, Pregnancy Program, American Indian Quitline (<http://www.aiquit.com/>), and My Life, My Quit™ (<https://mn.mylifemyquit.org>) – is an option and encouraged, but not required. Note that the national Spanish quitline number, 1-855-DEJELO-YA (335-3569), connects individuals to Quit Partner support in Spanish.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

Grantees may also promote national quitline programs such as the national Asia Smokers' Quitline at asiansmokersquitline.org, offering free cessation services in Cantonese, Mandarin, Korean, and Vietnamese to Asian communities in the U.S.

Grantees may promote other existing community cessation resources if they are available and more relevant to community members. Cessation activities should be centered around promoting and connecting community members to existing cessation services. Grantees may not provide direct cessation counseling nor create a cessation program. The goal is to create culturally responsive networks of information and connection to support those not currently aware of or accessing existing services.

Examples of cessation promotion include:

- Working with community leaders or other key partners to increase knowledge and awareness of existing cessation services and resources.
- Promoting cessation benefits or existing cessation services and resources, such as Quit Partner, counseling services, nicotine replacement therapies, etc.
- Directly referring community members to cessation services or programs, such as Quit Partner, community-based support, or health care providers or clinics.

MDH acknowledges the lack of culturally relevant cessation services and resources for many communities. MDH will work with grantees to identify and address gaps, as well as provide information on referral methods and available cessation services and resources. Grantees will also receive training, materials, and talking points on Quit Partner cessation programs from MDH.

Strategies

Applicants **must** select specific policy, practices, systems, and environmental change strategies from within the two categories below:

1. Community-based strategies
2. Public policy strategies

Applicants may choose to work on one or more strategies from one or both categories.

Applicants that select to work on public policy strategies may also select to work on community-based strategies, but public policy selection should be the primary policy area.

MDH recognizes that communities are at varying stages of commercial tobacco prevention and control readiness, and grantees may need to start at different places. Strategy selection should be based on organizational or community capacity, readiness, and need. The funding amount requested should be determined by the scope or number of strategies selected. Strategy implementation may be specific to a geographic area or may span across or include multiple geographic areas across the state.

Community-based strategies

Applicants proposing to work on community-based strategies do not need to have prior commercial tobacco policy experience. If an applicant does not know which community-based strategy(ies) they will pursue at the time of application, they may indicate how they will go about conducting and using community assessment and engagement to identify strategies.

Strategy options:

- Promote and integrate traditional tobacco through the use of and education on the forms and uses of traditional tobacco to strengthen cultural connection for Indigenous peoples.
- Integrate use of traditional tobacco into community-specific cultural practices, such as funerals, ceremonies, powwows, and other community gatherings.
- Engage community in transforming cultural practices that currently involve commercial tobacco, such as wedding or funeral ceremonies, hookah use at gatherings, or gift giving, and create culturally responsive alternatives to commercial tobacco use.
- Work with community organizations, businesses, or events to refuse tobacco industry advertising, promotion, and sponsorship, and add this language to any internal organizational policies.
- Work with community organizations, businesses, places of worship, etc. to create commercial tobacco-free grounds and spaces.
- Create and protect commercial tobacco-free community outdoor spaces (e.g., city or county parks, recreational fields, large-scale community events spaces such as fairgrounds or powwow grounds)
- Create commercial tobacco-free campuses for community or technical colleges, or vocational or trade schools.
- Increase the availability of smoke-free housing for community members, such as low-income families, adult foster care residents, sober living or halfway home residents, or transitional housing residents.

Public policy strategies

Applicants proposing to work on public policy strategies should have extensive prior experience working on commercial tobacco public policy changes, the ability to build on existing momentum, and a plan for maintaining close collaboration with communities impacted by the policy. Public policy strategies include working with local authorities to implement public policies through ordinances, regulations, and other policies at a government-wide level.

Strategy options:

- Point of sale:
 - Prohibit the sale of flavored tobacco products, including menthol
 - Increase the price of commercial tobacco products through non-tax approaches
 - Reduce or restrict the number, location, density, and types of tobacco retail outlets
- Smoke-free housing:

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

- Require multi-unit residences to be smoke free through local development or rehabilitation projects
- Establish secondhand smoke as a nuisance through local policy
- Require multi-unit property owners to disclose the smoking policy status for the property through local policy
- Require multi-unit properties to be smoke free through local policy
- Additional smoke/commercial tobacco-free spaces:
 - Establish smoke-free setbacks outside of all commercial buildings/bars/restaurants (minimum of 25 feet)

Applicants proposing to work on local point of sale policy strategies do not need to specify the type of policy change from the list above if it is not known at the time of application submission; however, point of sale policy strategies must be one or more of the three point of sale strategies listed.

Applicants proposing to work on public policy strategies must demonstrate collaboration and partnership with community members and partners located within the jurisdiction. If an applicant is not located in the jurisdiction or does not have strong ties to the community, they must work closely with at least one community partner or coalition that is located in and represents the community to lead community engagement efforts. Community partners should be sufficiently and appropriately compensated at a level representing the substantial work community engagement requires. It is also expected that other grantees will be invited to meaningfully collaborate and have access to learning and skill-building opportunities in these public policy processes.

Lobbying vs Education

Grant funds may not be used for lobbying, which MDH defines as advocating for a specific public policy after it has been formally introduced to a legislative body. However, grantees may use grant funds to educate stakeholders, decision makers, and community members about the importance of policies as a public health strategy. Education includes providing facts, assessment data, reports, program descriptions and information about budget issues and population impacts **without making a recommendation on a specific piece of legislation**. Education may be provided to public policy makers, other decision makers, specific stakeholders and the general community. Lobbying restrictions do not apply to informal or private policies, also known as “voluntary” policies, such as those listed in the community-based strategy options. For example, advocating for a voluntary smoke-free housing policy with a property management company is not considered lobbying.

Projects with objectives that solely focus on increased knowledge or awareness as outcomes or solely on cessation promotion will not be funded.

Evaluation

Evaluation is a tool used to help document how a project is run and to help improve the project’s efficiency and impact over time. Evaluation helps ensure that the value and benefits of

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

the project are documented and that results can be shared back with community members, partners, and other stakeholders.

Grantees will:

- Dedicate at least 5 – 10% of the budget for evaluation. Evaluation funds are intended to cover all evaluation expenses (e.g., equipment/materials, trainings, transportation for evaluation activities, data collection incentives, consultant time) as well as staff time for MDH-required reporting and planning and implementation of the evaluation project (e.g., data collection and analysis, disseminating results). Grantees may work with in-house evaluation staff or contract with an evaluation consultant and are encouraged to contract with those within the community.
- Develop an evaluation plan within the first year. MDH will work with grantees to create evaluation plans that align with annual work plan activities and objectives.
- Conduct an evaluation of one culturally specific aspect of their work with assistance and guidance from MDH. The purpose of this component is to provide a more in-depth evaluation of one aspect of each grantees' work. For example, if a grantee is implementing an innovative strategy or an approach that is unique to their community, this work might be a good fit for this requirement. The results and dissemination of this evaluation component will help promote the community-driven, culturally focused aspects of grantees' work and provide grantees with valuable data and materials that could be useful in future activities (e.g., grant applications, presentations or meetings with decision makers or community partners).

MDH will provide a variety of supports to grantees, including ongoing evaluation capacity building, help with planning design and data collection methods, and assistance with generating research questions. For help with designing data collection instruments and data collection and analysis, grantees can contract with an evaluation consultant or use internal organization staff with this expertise.

Staffing

Grant staffing should be adequate to ensure accountability to carry out work plan activities and maintain overall support and coordination of the work. Annual budget amounts are intended to support adequate staffing. Staffing plans should include a project coordinator as a main point of contact who leads the grant work. Staffing plans may include a small team of key staff who work closely together to coordinate activities.

Staffing for public policy strategies must be at a level sufficient to lead and maintain substantial collaboration and partnership with community members and partners; a project coordinator of at least .50 FTE is highly recommended.

Commercial Tobacco-Free Organizational Commitment

Grantees are required to make an organizational commitment to addressing the harms of commercial tobacco through organizational policy change.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

Grantees must have or be working towards a commercial tobacco-free grounds policy (excluding traditional tobacco gardens or traditional tobacco used for ceremonial purposes) and may not accept funding from tobacco companies nor their subsidiaries or parent companies during the grant period.

Creating commercial tobacco-free environments and not accepting tobacco industry funds contribute to changing community social norms, supporting cessation, and rejecting tobacco industry influences.

Applicants without a commercial tobacco-free grounds policy must indicate they will work toward adopting a policy during the grant period. Applicants must acknowledge their commitment as part of their application.

Ineligible Expenses

The following commercial tobacco- and cessation-specific expenses are not allowable:

- Using grant funds to conduct tobacco retailer compliance checks or retailer education checks on behalf of enforcement authority. Educational checks may be allowed, but grantees must seek prior approval before conducting other types of educational checks with youth.
- Direct cessation services, medical care, or clinical care (e.g., conducting individual, face-to-face counseling or creating a cessation group)
- Nicotine replacement therapies (NRT) or pharmaceutical medications for cessation
- Purchase of signs, ashtrays, benches, or other materials and equipment for designated commercial tobacco use areas
- Purchase of vaping detectors

Other unallowable expenses include but are not limited to:

- Bad debts, late payment fees, finance charges, or contingency funds
- Costs not directly related to the grant
- Costs incurred prior to the grant award
- Capital improvements or alterations
- Cash assistance paid directly to individuals to meet their personal or family needs
- Fundraising
- Lobbyists, political contributions
- Research⁸
- Taxes, except sales tax on goods and services

⁸ Research includes activities that have the purpose of producing public health knowledge that is relevant across settings and populations, and is not simply aimed at informing the program or population being studied.

2.3 Grant Management Responsibilities

Grant Agreement

Each grantee must formally enter into a grant agreement. The grant agreement will address the conditions of the award, including implementation for the project. Once the grant agreement is signed, the grantee is expected to read and comply with all conditions of the grant agreement.

No work on grant activities can begin until a fully executed grant agreement is in place.

A sample grant agreement is attached as Attachment F. Applicants should be aware of the terms and conditions of the standard grant agreement in preparing their applications. Much of the language reflected in the sample agreement is required by statute. If an applicant takes exception to any of the terms, conditions or language in the sample grant agreement, the applicant must indicate those exceptions, in writing, in their application in response to this RFP. Certain exceptions may result in an application being disqualified from further review and evaluation. **Only those exceptions indicated in an application will be available for discussion or negotiation.**

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

Accountability and Reporting Requirements

It is the policy of the State of Minnesota to monitor progress on state grants by requiring grantees to submit written progress reports at least annually until all grant funds have been expended and all of the terms in the grant agreement have been met.

Grantee reporting includes:

- Monthly check-in calls with the MDH grant manager
- Monthly activity and policy reporting
- Providing updates as needed for MDH reporting to the CDC and the biennial Legislative Report
- Evaluation requirements as mentioned above

Grant Monitoring

Throughout the grant period MDH will monitor grantees' progress and performance. Minn. Stat. §16B.97 and Policy on Grant Monitoring require the following:

- Annual monitoring visits during the grant period on all grants over \$250,000
- Conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants over \$50,000

Technical Assistance

MDH will provide technical assistance and training to grantees through additional grants or contracts as needed and identified by the grantees throughout the grant period. Grantees will participate in MDH-sponsored technical assistance trainings, meetings, and calls.

MDH will also work to foster peer-to-peer learning and resource sharing among the grantees. MDH recognizes the importance of peer learning and collaboration. Grantees may be eligible in the future to receive additional funding for mentoring after grants are awarded. MDH will work with grantees to identify mentoring opportunities, criteria, roles, and expectations. Applicants should not include any reference to potential mentoring nor their mentoring capacity in their application. Any funding for mentoring will be added at a later date based on the availability of funds and the needs of awarded grantees.

Grant Payments

Per [State Policy on Grant Payments \(https://mn.gov/admin/assets/08-08%20Policy%20on%20Grant%20Payments%20FY21%20tcm36-438962.pdf\)](https://mn.gov/admin/assets/08-08%20Policy%20on%20Grant%20Payments%20FY21%20tcm36-438962.pdf), reimbursement is the method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless MDH has given the grantee a written extension.

Invoices will be due by the last day of the month for the preceding month. The State has up to 30 days to pay an invoice. A standard invoice template will be provided to grantees.

2.4 Grant Provisions

Subcontracting Guidelines

If the lead organization decides to subcontract/subgrant with funds, they must adhere to the following guidelines.

Disclosure of Contractual Services:

Applicants must identify any subcontracts that will occur as part of carrying out the duties of this grant program as part of the Contractual Services budget line item in the proposed budget. The use of contractual services is subject to State review and may change based on final work plan and budget negotiations with selected grantees.

The use of contractual services is subject to State review. Subcontract information to be provided annually must include:

- Description of services to be contracted for;
- Anticipated contractor/consultant's name (if known) or selection process to be used;
- Length of time the services will be provided; and
- Total amount to be paid to contractor.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

Overview of Grantee Responsibilities for Subcontracts:

- The Grantee is responsible for holding any subcontracting entities to the same standards required of the grantee.
- The Grantee remains solely responsible for the satisfactory performance of all grant duties and ensures that all costs billed against the grant are allowable costs.
- The Grantee must follow its standard procurement practices prior to entering into subcontracts.
- Subcontractors may not be selected if listed on the state or federal prohibited vendors list. (<http://www.mmd.admin.state.mn.us/debarredreport.asp>)
- The Grantee is responsible for all required reports, supporting documentation, deliverables or other items as required by the grant contract.
- The Grantee is responsible for ensuring that any subcontracting entities comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data created, gathered, generated or acquired under your grant agreement.

Conflicts of Interest

MDH will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. §16B.98](#) (<https://www.revisor.mn.gov/statutes/?id=16B.98>) and [Conflict of Interest Policy for State Grant-Making \(PDF\)](#) (<https://www.health.state.mn.us/facilities/ruralhealth/funding/grants/docs/2021cointerest.pdf>).

Applicants must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work contemplated by this RFP. The list must provide the name of the entity, the relationship, and a discussion of the conflict. Submit the list as an attachment to the application. If an applicant does not submit a list of conflicts of interest, MDH will assume that no conflicts of interest exist for that applicant.

Organizational conflicts of interest occur when:

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

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

Public Data and Trade Secret Materials

All applications submitted in response to this RFP will become property of the State. In accordance with Minnesota Statute Section 13.599, all applications and their contents are private or nonpublic until the applications are opened.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

Once the applications are opened, the name and address of each applicant and the amount requested is public. All other data in an application is private or nonpublic data until completion of the evaluation process, which is defined by statute as when MDH has completed negotiating the grant agreement with the selected applicant.

After MDH has completed the evaluation process, all remaining data in the applications is public with the exception of trade secret data as defined and classified in Minn. Stat. § 13.37, Subd. 1(b). A statement by an applicant that the application is copyrighted or otherwise protected does not prevent public access to the application or its contents. (Minn. Stat. § 13.599, subd. 3(a)).

If an applicant submits any information in an application 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 application at the time it is submitted,
- Include a statement attached to its application 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 agreement. In submitting an application in response to this RFP, the applicant agrees that this indemnification survives as long as the trade secret materials are in possession of MDH. The State will not consider the prices submitted by the responder to be proprietary or trade secret materials.

MDH reserves the right to reject a claim that any particular information in an application 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 application or simple assertions of trade secret without substantial explanation of the basis for that designation will be insufficient to warrant a trade secret designation.

If a grant is awarded to an applicant, MDH may use or disclose the trade secret data to the extent provided by law. Any decision by the State to disclose information determined to be trade secret information will be made consistent with the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and other relevant laws and regulations.

If certain information is found to constitute trade secret information, the remainder of the application will become public; in the event a data request is received for application information, only the trade secret data will be removed and remain nonpublic.

Audits

Per Minn. Stat. §16B.98 (<https://www.revisor.mn.gov/statutes/?id=16B.98>) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination Requirements for all Grantees

The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minn. Stat. §363A.02 (<https://www.revisor.mn.gov/statutes/?id=363A.02>). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3500 (<https://www.revisor.mn.gov/rules/?id=5000.3500>)

The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

2.5 Review and Selection Process

Review Process

Funding will be allocated through a competitive process with review by a team representing content specialists and community leaders with relevant knowledge and experiences with commercial tobacco prevention and control, community-driven initiatives, and community engagement. The review team will evaluate all eligible and complete applications received by the deadline.

MDH will review all team recommendations and is responsible for award decisions. **The award decisions of MDH are final and not subject to appeal.** Additionally:

- MDH reserves the right to withhold the distribution of funds in cases where applications submitted do not meet the necessary criteria.
- The RFP does not obligate MDH to award a grant agreement or complete the project, and MDH reserves the right to cancel this RFP if it is considered to be in its best interest.
- MDH reserves the right to waive minor irregularities or request additional information to further clarify or validate information submitted in the application, provided the

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST FOR PROPOSALS

application, 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 application. Therefore, it is important that all applicants ensure that all sections of their application are complete to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

Selection Criteria and Weight

Review team members will be divided into teams of approximately 4 to 5 reviewers. Each reviewer will review and score the applications assigned to their team individually using a provided score sheet (refer to Attachment E for the scoring criteria). Applications will be grouped together by strategy category – community-based strategies and public policy strategies. Reviewers will be reviewing each application on a 100-point scale. A standardized scoring system will be used to determine the extent to which the applicant meets the selection criteria.

The review teams will then participate in a review meeting where applications are discussed as a team. Reviewers will be able to modify their individual scores based on discussions during the review meeting. At the end of the meeting, team members will submit final scores and make recommendations for funding to MDH based on scoring criteria and discussions.

MDH will make final decisions on all applications and will balance the recommendations by the review teams with other factors including, but not limited to:

- Review team scores
- Geographic distribution
- Community distribution and needs
- Strategy category distribution
- Priority organizations, including those that have not historically had access to state grant funding, as well as consideration of the total funds an organization is receiving from MDH's Commercial Tobacco Prevention and Control Program
- Applicant's history as a state grantee and capacity to perform the work
- Total funding available

The scoring factors and weight that applications will be judged are based on the scoring criteria in Attachment E. Applicants are encouraged to score their own application using the evaluation score sheet before submitting their application. This step is not required but may help ensure applicants address the criteria evaluators will use to score applications. This is for the benefit of the applicant. **Do not include sample score sheet with your application.**

Top candidates will each be invited to participate in a virtual interview with MDH staff. Interviews are anticipated to be scheduled early to mid-August.

Grantee Past Performance and Due Diligence Review Process

- It is the policy of the State of Minnesota to consider a grant applicant's past performance before awarding subsequent grants to them.

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST
FOR PROPOSALS

- State policy requires states to conduct a financial review prior to a grant award made of \$25,000 and higher to a nonprofit organization, in order to comply with [Policy on the Financial Review of Nongovernmental Organizations](https://mn.gov/admin/assets/grants_policy_08-06_tcm36-207113_tcm36-207113.pdf) (https://mn.gov/admin/assets/grants_policy_08-06_tcm36-207113_tcm36-207113.pdf).

Notification

MDH anticipates notifying all applicants via email of funding decisions by the end of August 2022. All notices of award and non-award will be sent via email to the contact person listed on the application.

Awarded applicants who are not current vendors in the State's SWIFT system will need to become vendors before a grant agreement can be made final. Instructions on how to become a vendor will be sent to awarded applicants when they are notified of the award.

There may be negotiations to finalize an awarded applicant's work plan and/or budget before a grant agreement can be made final ("executed"). The effective date of the agreement will be November 1, 2022 or the date on which all signatures for the agreement are obtained, whichever is later. The grant agreement will be in effect until October 31, 2026, contingent on satisfactory grantee performance and funding availability.

RFP Part 3: Application and Submission Instructions

NOTICE OF INTENT

Applicants are strongly encouraged to submit a non-binding Notice of Intent via the online form at [Request for Proposals for Commercial Tobacco-Free Communities Grant Program](https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc) (<https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc>) by Monday, May 2, 2022. While prospective applicants are strongly encouraged to submit a Notice of Intent, it is not a requirement of this RFP. This means that an application may still be considered even if the applicant did not submit a Notice of Intent. Likewise, an applicant is not obligated to submit an application just because they submitted a Notice of Intent.

3.1 Application Deadline

All applications must be received by MDH no later than 4 p.m. Central Time, on Wednesday, July 6, 2022.

Late applications will not be accepted. It is the applicant's sole responsibility to allow sufficient time to address all potential delays caused by any reason whatsoever. MDH will not be responsible for delays caused by computer or technology problems.

3.2 Application Submission Instructions

Application materials and submission link can be found at [Request for Proposals for Commercial Tobacco-Free Communities Grant Program](https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc) (<https://www.health.state.mn.us/communities/tobacco/initiatives/ctfc>).

Applications must be submitted by completing and submitting the **online** application form that includes Application Questions, Work Plan, Budget, and Due Diligence Review Form.

Applications submitted through any other form will not be accepted.

3.3 Application Instructions

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

- Application Questions
- Work Plan (attachment provided in the online application)
- Budget (attachment provided in the online application)
- Due Diligence Review Form (with required financial documents)

Incomplete applications will be rejected and not evaluated.

Applications must include all required application materials. Do not email nor provide any materials that are not requested in this RFP, as such materials will not be considered nor evaluated. **MDH reserves the right to reject any application that does not meet these requirements.**

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM: REQUEST
FOR PROPOSALS

By submitting an application, 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 and other remedies available by law.

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

RFP Part 4: Attachments

Attachment A: *Sample* Application Questions

Attachment B: Work Plan Template

Attachment C: Budget Template

Attachment D: *Sample* Due Diligence Review Form

Attachment E: Scoring Criteria

Attachment F: Standard Grant Agreement Template

Attachment A: *Sample* Application Questions

Commercial Tobacco-Free Communities Grant Program

This document is NOT the application form. It is meant to provide the applicant¹ with the questions required prior to completing the application online. Please use the link provided on the RFP webpage for the online application form.

Instructions: Please complete all fields in this application. Character limits include spaces. If you experience problems with the application or need the application in a different format, please email tobacco@state.mn.us.

General Information

Lead Organization²

Organization Name:

DUNS Name:

Federal Employer ID (EIN):

Address:

Executive Director/Chief Executive Officer Name:

DUNS Number:

Minnesota Tax ID:

Applicant Contact Name:

Applicant Contact Phone:

Applicant Contact Title:

Applicant Contact Email:

If the lead organization does not have an EIN or MN Tax ID, organization MUST apply with a Fiscal Agent.

¹ The applicant refers to all entities submitting a joint application for this RFP.

² The lead organization is defined as the primary entity leading and carrying out the project within the targeted community.

Fiscal Agent³ (if different from lead organization)

Only provide this information if the lead organization *DOES NOT* have state or federal recognition and is applying with a fiscal agent.

Fiscal Agent Organization Name:

DUNS Name:

DUNS Number:

Federal Employer ID (EIN):

Minnesota Tax ID:

Address:

Executive Director/Chief Executive Officer Name:

Applicant Contact Name:

Applicant Contact Title:

Applicant Contact Phone:

Applicant Contact Email:

Commercial Tobacco-Free Organizational Commitment

The lead organization must acknowledge and commit to the following:

- ☐ Grantees must have or be working towards a commercial tobacco-free grounds policy (excluding traditional tobacco gardens or use for ceremonial purposes).
- ☐ Grantees must not accept funding from tobacco companies or their subsidiaries or parent companies during the grant period.

Conflicts of Interest

MDH will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. §16B.98](#).

Applicants must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work considered in this RFP. The list must provide the name of the entity, the relationship, and a discussion of the conflict. Submit the list in the application form as directed. If an applicant does not submit a list of conflicts of interest, MDH will assume that no conflicts of interest exist for that applicant.

Organizational conflicts of interest occur when:

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

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

Enter any possible conflicts of interest here.

[Text box – no character limit]

³ A fiscal agent is an organization that assumes full legal and contractual responsibility for the fiscal management and award conditions of the grant funds and has authority to sign the grant agreement. A fiscal agent is often a different organization than the operating organization (which performs the work).

Certification

I certify that the information contained in this application is true and accurate to the best of my knowledge, and that I submit this application on behalf of the lead organization.

Name:

Date:

Title:

Project Information

Project Name:

Community(ies) to be Served:

Geographic Area(s) *(List geographic areas such as neighborhood, city, county, or region):*

Annual Budget Amount Requested:

Organizational Capacity

(5,000 character limit/question)

Note: If applying with a collaborative organization(s), please include information on all organizations in response to each organization capacity questions below.

1. Describe the history of the organization, major programming, and how the proposed work aligns with the organization's mission and values.
2. Describe how organizational staff, leadership, and board are representative of the community proposed to serve. This may include providing numbers or percentages of representation or other details on how this work will be led by people representative of the community.
3. Describe how the organization has established authentic, trusted relationships with the community proposed to serve. Provide details of community partnership practices.
4. Describe how key project staff have the skills, lived experiences and/or training to successfully carryout the project. If project staff have yet to be hired, describe what skills and capacity they will look for as you hire new staff.
5. Describe how the organization's leadership will support the work at the organizational level, including how staff turnover will be minimized.
6. Describe level of staffing to ensure accountability to carry out work plan activities and maintain overall support and coordination of the work.

Project Description and Work Plan

(5,000 character limit/question)

7. Describe the community proposed to serve and how commercial tobacco use and/or exposure is a problem in this community. Descriptions should include quantitative data, qualitative data, or a description from the community perspective to identify how the population:
 - Has high prevalence of commercial tobacco use;
 - Is disproportionately impacted by the harms of commercial tobacco;
 - Is less likely to use cessation services; **and/or**
 - Is targeted by the tobacco industry.
8. Describe how the proposed work will meet community need. If applicable, describe any related local activities funded through MDH or other funding sources and explained how the proposed work will complement, but not duplicate these activities.

Strategy Category: (select one or both): ☐ Community-based ☐ Public Policy

[Checkboxes for strategies within each category]

9. Describe how the identified policies, practices, systems, or environmental (PSE) strategies were selected. If community-based PSE strategies have not been determined at the time of the application, describe the specific selection process. If you are proposing to work on public policy strategies, these must be identified.
10. Describe activities that reflect how cultural values and practices will be integrated into the work.
11. Describe how new or existing community partners or coalition will be engaged and involved in the implementation of the work plan.
12. Describe how you will engage community members and partners in gathering information to help inform activities and direction. If you have existing, current assessment data or information, then demonstrate how it will be used to support the proposed work.
13. Describe how community education and outreach strategies, including cessation promotion, will include peer-to-peer outreach, as well as messaging that reflects community values and acknowledges cultural and social norms and historical context.

Attachment B: Work Plan Template

COMMERCIAL TOBACCO-FREE COMMUNITIES GRANT PROGRAM

Instructions

Complete a separate work plan table for each distinct Project Goal. Proposed work plans should only be for Year 1 (November 1, 2022 – October 31, 2023).

Add and remove work plan tables and rows as needed to align with your project. For example, if your project has three Project Goals, delete Work Plan 4. **It is recommended that applicants include work plan tables for no more than four Project Goals.**

Work plans should be submitted as a Word document and awardees may be asked to provide additional activities or details during grant agreement negotiations.

Guidance

- **Project Goal:** Identify the overall goal(s) for your work. A goal is a broad, brief statement that provides focus or vision for planning.
- **Objective(s):** Objectives should help reach your Project Goals. Focus on just a few (1-2) objectives per goal and follow the *SMART* approach to develop objectives. *SMART* objectives are:
 - ✓ **S – Specific:** concrete and well defined so that you know where the work is going and what to expect as it progresses.
 - ✓ **M – Measurable:** can determine what changed and how much it changed.
 - ✓ **A – Achievable:** able to be accomplished within the proposed time frame.
 - ✓ **R – Realistic:** considers constraints such as resources, personnel, cost, and time frame.
 - ✓ **T – Time-bound:** includes a timeframe for the objective; one-year objectives should reflect what is achievable within the first year, however, they may be part of intermediate or longer-term objectives that must be achievable within the duration of the grant (November 1, 2022 to October 31, 2026).
- **Implementation Activities:** Specify the activities, steps, or processes to achieve objectives. List only *key activities* that will result in observable, measurable milestones. For application review and selection purposes, applicants do not need to list every activity in detail.
- **Milestones:** Identify how you will know you have accomplished your activity. Milestones may also be considered the “outputs” of your activities.

Work Plan 1

| | |
|------------------------|--|
| Project Goal: | |
| Timeframe: | Year 1 (November 1, 2022 – October 31, 2023) |
| Objective(s): | |
| Community(ies) Served: | |
| Geographic Area(s): | |

| Implementation Activities Activities, steps, or processes to achieve objectives. | Milestones How you will know you have accomplished the activity. | Start Date | End Date | Lead Name of person or group responsible for the activity. | Key Partners Individuals or organizations helping to implement the activity. |
|---|---|------------|----------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Work Plan 2

| | |
|------------------------|--|
| Project Goal: | |
| Timeframe: | Year 1 (November 1, 2022 – October 31, 2023) |
| Objective(s): | |
| Community(ies) Served: | |
| Geographic Area(s): | |

| Implementation Activities | Milestones | Start Date | End Date | Lead | Key Partners |
|--|---|------------|----------|---|---|
| Activities, steps, or processes to achieve objectives. | How you will know you have accomplished the activity. | | | Name of person or group responsible for the activity. | Individuals or organizations helping to implement the activity. |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Work Plan 3

| | |
|------------------------|--|
| Project Goal: | |
| Timeframe: | Year 1 (November 1, 2022 – October 31, 2023) |
| Objective(s): | |
| Community(ies) Served: | |
| Geographic Area(s): | |

| Implementation Activities Activities, steps, or processes to achieve objectives. | Milestones How you will know you have accomplished the activity. | Start Date | End Date | Lead Name of person or group responsible for the activity. | Key Partners Individuals or organizations helping to implement the activity. |
|---|---|------------|----------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Work Plan 4

| | |
|------------------------|--|
| Project Goal: | |
| Timeframe: | Year 1 (November 1, 2022 – October 31, 2023) |
| Objective(s): | |
| Community(ies) Served: | |
| Geographic Area(s): | |

| Implementation Activities Activities, steps, or processes to achieve objectives. | Milestones How you will know you have accomplished the activity. | Start Date | End Date | Lead Name of person or group responsible for the activity. | Key Partners Individuals or organizations helping to implement the activity. |
|---|---|------------|----------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Attachment C: Budget Template
Commercial Tobacco-Free Communities Grant Program
Year 1: November 1, 2022 - October 31, 2023

- Instructions:
- Enter budget details in each row, under the appropriate columns. To add more lines in a category, select a whole row, then right click and select Insert to add a new row. Formulas and formatted cells are locked- only the rows are editable.
 - Descriptions should provide a brief but sufficient explanation of how funds will be used. The budget must be consistent with the stated objectives, planned activities, and time frame of the project.
 - In the "Evaluation Amount" column for each category list the amount of the total that will be solely for evaluation. For example, if there is an evaluation contractor in the contractor services category, the whole amount for the evaluation contractor would likely go under "Evaluation Amount." For other categories, such as staff time dedicated to evaluation or portion of printing costs for evaluation reports, please estimate the portion of the total amount that will be dedicated to evaluation.
 - Where possible, the method for computing estimates should be explained by including quantities, unit costs and other similar numeric detail sufficient for the calculation to be duplicated.

| | | | | | |
|--|---|---|--|---|--|
| Organization Name: | | Year 1 Budget Total <small>(Automatic calculation)</small> | | | |
| [Enter Organization Name] | | \$0.00 | | | |
| Evaluation Requirements <small>At least 5 – 10% of the budget must be dedicated for evaluation</small> | | Year 1 Evaluation Costs Total <small>(Automatic calculation)</small> | | Evaluation Proportion of Total Budget <small>Must equal 5-10% of total (Automatic calculation)</small> | |
| Evaluation funds are intended to cover all evaluation expenses (e.g., equipment/materials, trainings, transportation for evaluation activities, data collection incentives, consultant time) as well as staff time for MDH-required reporting and planning and implementation of the evaluation project (e.g., data collection and analysis, disseminating results). | | \$0.00 | | #DIV/0! | |
| Category | | | | | |
| Personnel <small>For each funded position, list the title, full time equivalent, expected rate of pay, fringe rate (%), total annual salary and fringe, and the percent of each position being charged to the grant</small> | Staff Name, Title | Staff Description | FTE, Salary, Fringe | Total | Evaluation Amount |
| | List each staff member's name and job title (or TBD if unknown or a future hire). | Provide a brief description (2-4 sentences) of each staff member's role and responsibilities related to the grant work. | Enter amount of time in FTE, salary, and fringe for each staff working on the grant. | Enter the total for each row item | Enter the amount of the total that will be used for evaluation |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Personnel Totals = | | | | \$0.00 | \$0.00 |
| | | | | | |
| Contractual Services <small>List the services that are expected to be contracted out, the contractor's name, the length of time the services will be provided, and the total amount expected to be paid. Ensure that contract amounts for community partners are adequate to fund the scope and depth of work they will be doing.</small> | Contractor Name | Scope of Work | | Total | Evaluation Amount |
| | Enter the contractor's name. Enter TBD and contractor type if currently unknown | Describe the work and activities that the contractor will provide | | Enter the total for each row item | Enter the amount of the total that will be used for evaluation |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | | | |
|---|---|---|---|--|--|--------|
| | Contractual Services Totals = \$0.00 | | | | \$0.00 | |
| | | | | | | |
| In-state Travel <small>List the expected travel costs, including mileage, parking, lodging, and meals. If program staff will travel, itemize the costs, frequency, and nature of the travel. For both in-state and out-of-state travel, use the current IRS mileage reimbursement rate to calculate mileage costs and the current Commissioner's plan for calculating allowable meals and amounts- both are linked below for reference.</small> <u>IRS Mileage Reimbursement</u> <u>Commissioner's Plan</u> | Staff Name, Title | Event Name, Location | Cost Calculations | Total | Evaluation Amount | |
| | List each staff member attending an event | Enter the event/type of travel and location | Enter calculations for mileage, meals, lodging, event fees, and other expenses | Enter the total for each row item | Enter the amount of the total that will be used for evaluation | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | In-state Travel Totals = \$0.00 | | | | \$0.00 |
| | | | | | | |
| Out-of-state Travel <small>List the expected travel costs, including mileage, parking, lodging, and meals. If program staff will travel, itemize the costs, frequency, and nature of the travel. For both in-state and out-of-state travel, use the current IRS mileage reimbursement rate to calculate mileage costs and the current Commissioner's Plan for allowable meals and costs. Both are linked for reference below.</small> <u>IRS Mileage Reimbursement</u> <u>Commissioner's Plan</u> | Staff Name, Title | Event Name, Location | Cost Calculations | Total | Evaluation Amount | |
| | List each staff member attending an event | Enter the event/type of travel and location | Enter calculations for mileage, meals, lodging, event/conference fees, and other expenses | Enter the total for each row item | Enter the amount of the total that will be used for evaluation | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | Out-of-State Travel Totals = \$0.00 | | | | \$0.00 |
| | | Total (In-state + Out-of-State) Travel = \$0.00 | | | | \$0.00 |
| | | | | | | |
| Supplies and Equipment <small>Include telephone and computer expenses that are part of this proposal (up to \$25/month may be charged for project coordinator's cell phone usage); Estimate postage if part of the project. List printing and copying costs necessary for the project (other than occasional copying on an office copy machine). List office and program supplies and expendable equipment such as training materials, curriculum, and software. Generally, supplies include items that are consumed during the course of the project, equipment under \$5,000 and items such as rent for program space, participant transportation, participant training and other direct costs as needed.</small> | Item/Description | Cost Calculations | Total | Evaluation Amount | | |
| | List the expected costs for supplies and equipment that will be purchased to run the grant program. | Provide how costs were calculated, for appropriate line items | Enter the total for each row item | Enter the amount of the total that will be used for evaluation | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | Supplies and Equipment Totals = \$0.00 | | | | \$0.00 |
| | | | | | | |
| Other <small>List and describe any other project-related expense that do not fit in another category. Include the item and calculations of costs. Items in this category may include educational materials, marketing or media materials, incentives or promotional items, and staff professional development.</small> | Item/Description | Cost Calculation | Total | Evaluation Amount | | |
| | Provide brief description of the item and/or purpose | Show how costs were calculated, for appropriate items | Enter the total for each row item | Enter the amount of the total that will be used for evaluation | | |
| | | | | | | |
| | | | | | | |

| | | | | |
|--|--|----------------|--|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Other Totals = | | \$0.00 |

| | | | | |
|---|--------------------------|---|---|----------------------|
| | | | | |
| Administrative/Indirect Costs | Indirect Cost Rate | List/Description of Expenses | Total Indirect Cost Calculation | Total |
| MDH will accept an organization's federally approved indirect cost rate or up to 10% of the total grant award. Include your indirect cost rate, calculation of your total indirect cost and provide a brief description or list of expenses included in your indirect cost. | Percentage indirect rate | Provide what the indirect rate covers, versus line item charges | Show how the indirect rate is calculated (% of total costs, direct/program costs, etc.) | Enter the total cost |
| | | | | |

Attachment D: *Sample* Due Diligence Review Form

The Minnesota Department of Health (MDH) conducts pre-award assessments of all grant recipients prior to award of funds in accordance with federal, state and agency policies. **The Due Diligence Review is an important part of this assessment.**

These reviews allow MDH to better understand the capacity of applicants and identify opportunities for technical assistance to those that receive grant funds.

| Organization | Information |
|---|-------------|
| Organization Name: | |
| Organization Address: | |
| If the organization has an Employer Identification Number (EIN), please provide EIN here: | |
| If the organization has done business under any other name(s) in the past five years, please list here: | |
| If the organization has received grant(s) from MDH within the past five years, please list here: | |

Section 1: To be completed by all organization types

| Section 1: Organization Structure | Points |
|---|--------|
| 1. How many years has your organization been in existence? <input type="checkbox"/> Less than 5 years (5 points) <input type="checkbox"/> 5 or more years (0 points) | |
| 2. How many paid employees does your organization have (part-time and full-time)? <input type="checkbox"/> 1 (5 points) <input type="checkbox"/> 2-4 (2 points) <input type="checkbox"/> 5 or more (0 points) | |
| 3. Does your organization have a paid bookkeeper? <input type="checkbox"/> No (3 points) <input type="checkbox"/> Yes, an internal staff member (0 points) <input type="checkbox"/> Yes, a contracted third party (0 points) | |

DUE DILIGENCE REVIEW FORM

| Section 1: Organization Structure | Points |
|-----------------------------------|--------|
| SECTION 1 POINT TOTAL | |

Section 2: To be completed by all organization types

| Section 2: Systems and Oversight | Points |
|--|--------|
| <p>4. Does your organization have internal controls in place that require approval before funds can be expended?</p> <p><input type="checkbox"/> No (6 points)</p> <p><input type="checkbox"/> Yes (0 points)</p> | |
| <p>5. Does your organization have written policies and procedures for the following processes?</p> <ul style="list-style-type: none"> • Accounting • Purchasing • Payroll <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes, for one or two of the processes listed, but not all (2 points)</p> <p><input type="checkbox"/> Yes, for all of the processes listed (0 points)</p> | |
| <p>6. Is your organization's accounting system new within the past twelve months?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point)</p> | |
| <p>7. Can your organization's accounting system identify and track grant program-related income and expense separate from all other income and expense?</p> <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes (0 points)</p> | |
| <p>8. Does your organization track the time of employees who receive funding from multiple sources?</p> <p><input type="checkbox"/> No (1 point)</p> <p><input type="checkbox"/> Yes (0 points)</p> | |
| SECTION 2 POINT TOTAL | |

Section 3: To be completed by all organization types

DUE DILIGENCE REVIEW FORM

| Section 3: Financial Health | Points |
|---|--------|
| <p>9. If required, has your organization had an audit conducted by an independent Certified Public Accountant (CPA) within the past twelve months?</p> <p><input type="checkbox"/> Not Applicable (N/A) (0 points) – if N/A, skip to question 10</p> <p><input type="checkbox"/> No (5 points) – if no, skip to question 10</p> <p><input type="checkbox"/> Yes (0 points) – if yes, answer question 9A</p> | |
| <p>9A. Are there any unresolved findings or exceptions?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point) – if yes, attach a copy of the management letter and a written explanation to include the finding(s) and why they are unresolved.</p> | |
| <p>10. Have there been any instances of misuse or fraud in the past three years?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (5 points) – if yes, attach a written explanation of the issue(s), how they were resolved and what safeguards are now in place.</p> | |
| <p>11. Are there any current or pending lawsuits against the organization?</p> <p><input type="checkbox"/> No (0 points) – If no, skip to question 12</p> <p><input type="checkbox"/> Yes (3 points) – If yes, answer question 11A</p> | |
| <p>11A. Could there be an impact on the organization's financial status or stability?</p> <p><input type="checkbox"/> No (0 points) – if no, attach a written explanation of the lawsuit(s), and why they would not impact the organization's financial status or stability.</p> <p><input type="checkbox"/> Yes (3 points) – if yes, attach a written explanation of the lawsuit(s), and how they might impact the organization's financial status or stability.</p> | |
| <p>12. From how many different funding sources does total revenue come from?</p> <p><input type="checkbox"/> 1-2 (4 points)</p> <p><input type="checkbox"/> 3-5 (2 points)</p> <p><input type="checkbox"/> 6+ (0 points)</p> | |
| SECTION 3 POINT TOTAL | |

DUE DILIGENCE REVIEW FORM

Section 4: To be completed by nonprofit organizations with potential to receive award over \$25,000 (excluding formula grants)

Office of Grants Management Policy 08-06 requires state agencies to assess a recent financial statement from nonprofit organizations before awarding a grant of over \$25,000 (excluding formula grants).

| Section 4: Nonprofit Financial Review | Points |
|--|----------|
| <p>13. Does your nonprofit have tax-exempt status from the IRS?</p> <p><input type="checkbox"/> No - If no, go to question 14</p> <p><input type="checkbox"/> Yes – If yes, answer question 13A</p> | Unscored |
| <p>13A. What is your nonprofit's IRS designation?</p> <p><input type="checkbox"/> 501(c)3</p> <p><input type="checkbox"/> Other, please list:</p> | Unscored |
| <p>14. What was your nonprofit's total revenue (income, including grant funds) in the most recent twelve-month accounting period?</p> <p>Enter total revenue here:</p> | Unscored |
| <p>15. What financial documentation will you be attaching to this form?</p> <p><input type="checkbox"/> If your answer to question 14 is less than \$50,000, then attach your most recent Board-approved financial statement</p> <p><input type="checkbox"/> If your answer to question 14 is \$50,000 - \$750,000, then attach your most recent IRS form 990</p> <p><input type="checkbox"/> If your answer to question 14 is more than \$750,000, then attach your most recent certified financial audit</p> | Unscored |

Signature

I certify that the information provided is true, complete and current to the best of my knowledge.

- **SIGNATURE:**
- **NAME & TITLE:**
- **PHONE NUMBER:**
- **EMAIL ADDRESS:**

MDH Staff Use Only

Section 4A: Nonprofit Financial Review Summary

Complete Section 4A for nonprofit organizations with the potential to receive an award over \$25,000 (with the exception of formula grants). Skip Section 4A and move to Section 5 for all other grantee types.

1. Were there significant operating and/or unrestricted net asset deficits?
 - ☐ Yes – if yes, answer questions 3 and 4
 - ☐ No – if no, skip questions 3 and 4 and answer questions 5 and 6
2. Were there any other concerns about the nonprofit organization's financial stability?
 - ☐ Yes – if yes, answer questions 3 and 4
 - ☐ No – if no, skip questions 3 and 4 and answer questions 5 and 6
3. Please describe the deficit(s) and/or other concerns about the nonprofit organization's financial stability:
4. Please describe how the grant applicant organization addressed deficit(s) and/or other concerns about the nonprofit organization's financial stability:
5. Granting Decision:
6. Rationale for grant decision:

Section 5: Total Points

| Section 1 | + | Section 2 | + | Section 3 | = | Total Points |
|-----------|---|-----------|---|-----------|---|--------------|
| | + | | + | | = | |

Section 6: Program Information

| MDH Grant Program | Information |
|---------------------------------|-------------|
| Applicant Project Name | |
| MDH Grant Program Name | |
| Division/Section | |
| Date Nonprofit Review Completed | |
| Review conducted by | |

DUE DILIGENCE REVIEW FORM

Minnesota Department of Health

Revised 1/2019.

To obtain this information in a different format, call: 651-201-5796. Printed on recycled paper.

Attachment E: Scoring Criteria

Commercial Tobacco-Free Communities Grant Program

Note: Applicants are encouraged to score their own application using the evaluation score sheet before submitting their application. This step is not required but may help ensure applications address the criteria evaluators will use to score applications. This is for the benefit of the applicant. **Do not include sample score sheet with your application.**

Rating Levels

All answers are worth up to 5 points. Some points are weighted.

| Rating or Score | Description |
|----------------------------|--|
| Excellent or 5 | Outstanding level of quality; significantly exceeds all aspects of the minimum requirements; no significant weaknesses |
| Very Good or 4 | Substantial response; meets in all aspects and in some cases exceeds, the minimum requirements; no significant weaknesses. |
| Good or 3 | Generally, meets minimum requirements; significant weaknesses, but correctable. |
| Marginal or 2 | Lack of essential information; significant weaknesses, but correctable. |
| Unsatisfactory or 1 | Fails to meet minimum requirements; needs major revision to make it acceptable. |
| Left blank or 0 | Did not answer the question or offered no response at all |

Scoring Sections

Organizational Capacity (40 points)

| | Score |
|---|--------------|
| 1. Applicant describes the history of the organization, major programming, and how the proposed work aligns with the organization's mission and values. | ____/5 |
| 2. Applicant demonstrates how organizational staff, leadership, and board are representative of the community proposed to serve. This may include providing numbers or percentages of representation or other details on how this work will be led by people representative of the community. | ____/5 (x 2) |
| 3. Applicant demonstrates an established authentic, trusted relationships with the community proposed to serve. The applicant provides details of community partnership practices. | ____/5 (x 2) |
| 4. Applicant describes how key project staff have the skills, lived experiences and/or training. If project staff have yet to be hired, applicant describes what skills and capacity they will look for as they hire new staff. | ____/5 |
| 5. Applicant describes how the organization's leadership will support the work at the organizational level, including how they will minimize staff turnover. | ____/5 |
| 6. Applicant has dedicated adequate staffing to ensure accountability to carry out work plan activities and maintain overall support and coordination of the work. | ____/5 |
| Total score points for this section: | ____/40 |

Project Description and Work Plan (50 points)

| | Score |
|--|--------------|
| <p>7. Using quantitative data, qualitative data, or a description from the community perspective, the applicant demonstrates they will serve populations that:</p> <ul style="list-style-type: none"> ▪ Have high prevalence of commercial tobacco use; ▪ Are disproportionately impacted by the harms of commercial tobacco; ▪ Are less likely to use cessation services; and/or ▪ Are targeted by the tobacco industry. | ____/5 (x 2) |

ATTACHMENT E: SCORING CRITERIA

| | Score |
|---|-------------|
| 8. Applicant describes how the proposed work will meet community need. If applicable, applicant describes any related local activities funded through MDH or other funding sources and explained how the proposed work will complement, but not duplicate these activities. | ____/5 |
| 9. Applicant describes how identified policies, practices, systems, or environmental (PSE) strategies were selected. If community-based PSE strategies have not been determined at the time of the application, they describe how they will go about conducting and using community assessment and engagement to identify strategies. Applicants proposing to work on public policy strategies must identify them. | ____/5 |
| 10. Applicant describes activities that reflect how cultural values and practices will be integrated into the work. | ____/5 |
| 11. Applicant describes how new or existing community partners will be engaged and involved in the implementation of the work plan. | ____/5 |
| 12. Applicant describes how they will engage community members and partners in gathering information to help inform activities and direction. If an applicant has existing, current assessment data or information, they demonstrate how it will be used to support the proposed work. | ____/5 |
| 13. Applicant describes how community education and outreach strategies, including cessation promotion, will include outreach from those reflective of the community, as well as messaging that reflects community values and acknowledges cultural and social norms and historical context. | ____/5 |
| 14. Work plan as a whole provides a clear picture of the scope and timeline of the proposed project over the first year of the grant. | ____/5 (x2) |
| 15. Work plan activities, milestones, and identified partners are strategic to achieve the goals and objectives over the first year of the grant. | ____/5 |
| Total score points for this section: | ____/50 |

ATTACHMENT E: SCORING CRITERIA

Budget (10 points)

| | Score |
|---|----------|
| 16. Requested level of funding (including cost breakdown) is justifiable for the proposed activities and scope of strategies. | ____/5 |
| 17. Budget incorporates appropriate compensation for community engagement and partnerships. | ____/5 |
| 18. Budget allocates 5-10% for evaluation. | Yes / No |
| Total score points for this section: | ____/10 |

Final Scores

| Scoring Sections | Maximum Points | Awarded Points |
|-----------------------------------|----------------|----------------|
| Organizational Capacity | 40 | |
| Project Description and Work Plan | 50 | |
| Budget | 10 | |
| Total | 100 | |

Recommendation

Please select your funding recommendation and include a rationale.

☐ Fund ☐ Fund with Modifications ☐ Do Not Fund

Rationale:

Minnesota Department of Health

Grant Agreement Cover Sheet

NOTE: THIS GRANT AGREEMENT COVER SHEET, FORMERLY A STAND-ALONE DOCUMENT, IS NOW INCLUDED AS THE FIRST TWO PAGES IN EACH GRANT AGREEMENT AND AMENDMENT TEMPLATE. SEE BELOW FOR INFORMATION ON WHEN IT IS REQUIRED AND WHEN IT IS OPTIONAL.

INSTRUCTIONS: FILL IN ALL BLANKS AND DELETE ALL INSTRUCTIONS. INSTRUCTIONS ARE IN RED TEXT.

WHEN THIS COVER SHEET IS REQUIRED:

- IF GRANTEE IS RECEIVING FEDERAL FUNDS, SEND THIS ENTIRE FORM TO GRANTEE WITH THE **FULLY EXECUTED** COPY OF THEIR **GRANT AGREEMENT**.
- IF GRANTEE IS A COMMUNITY HEALTH BOARD (CHB), REGARDLESS IF THEY ARE RECEIVING STATE OR FEDERAL FUNDS, SEND THIS COVER SHEET WITH THEIR **FULLY EXECUTED** COPY OF THEIR GRANT PROJECT AGREEMENT, AWARD LETTER, OR AMENDMENT

WHEN THIS COVER SHEET IS OPTIONAL: GRANT MANAGERS ARE ENCOURAGED TO ALWAYS SEND THE GRANT AGREEMENT COVER SHEET WITH GRANT AGREEMENTS, AWARD LETTERS, OR AMENDMENTS, BUT IF GRANTEE IS NOT A CHB, AND GRANTEE IS NOT RECEIVING FEDERAL FUNDS, THIS FORM IS OPTIONAL AND ITS PAGES CAN BE DELETED FROM THE TEMPLATE.

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: **Grant manager name, grant manager phone number, grant manager email**

| Grantee SWIFT Information | Grant Agreement Information | Funding Information |
|---|--|--|
| Name of MDH Grantee (as it appears in SWIFT): Enter Grantee's Name | SWIFT Contract Number: Enter Agreement Number* *This info will not be available until funds are encumbered in SWIFT; this # can be filled in once Finance returns the encumb sheet. | Total Grant Funds (all funding sources): \$0.00 |
| Grantee SWIFT Vendor Number: Enter SWIFT Vendor ID SWIFT Vendor Location Code: Enter SWIFT Location Code | Period of Performance Start Date: This is the "effective date" in the grant agreement. Effective date is the date listed on the grant agreement OR the date all signatures are collected and the agreement is fully executed, whichever is later. Period of Performance End Date: This is the "expiration date" in the grant agreement. | Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$0.00 |

DELETE the following section if NO FEDERAL FUNDS are being awarded to grantee.

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

| | |
|--|---|
| Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number (effective April 2022) | DUNS/UEI Name: The name listed here must match registered name in DUNS/SAM.gov. If you do not have this information, contact Grantee. DUNS/UEI Number: If you do not have this information, contact Grantee. |
| Grantee's Approved Indirect Cost Rate for the Grant | This might be the Grantee's federally negotiated indirect cost rate, or their <i>de minimis</i> rate |
| Is The Award for Research and Development? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Project Description | Description is required under Federal Funding Accountability and Transparency Act (FFATA) |

IF GRANTEE IS RECEIVING FEDERAL FUNDS FROM MORE THAN ONE FEDERAL PROGRAM, CUT AND PASTE THE TABLE BELOW AND COMPLETE FOR EACH FEDERAL FUNDING SOURCE.

| | |
|---|--|
| Name of Federal Awarding Agency | You can find this in MDH's notice of award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |
| Assistance Listing Name and Number (formerly Catalog of Federal Domestic Assistance, "CFDA") | Assistance Listing Name: You can find this in the grant agreement/grant project agreement Assistance Listing Number: You can find this in the grant agreement/grant project agreement |
| Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number | You can find this in MDH's notice of award from the federal awarding agency. If you do not have access to this information, your program or division's financial analyst should be able to assist you. |
| Federal Award Date (Date MDH received federal grant) | You can find this in MDH's Notice of Award from the federal awarding agency. If you do not have access to this information, your program or division can assist you. |
| Total Amount of Federal Award Received by MDH | \$0.00 |

The language in this document is approved for grants only.

Do NOT transfer any language from this document to a P/T contract without explicit prior approval from MDH Legal.

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and Insert name of Grantee (“Grantee”). Grantee’s address is Insert complete address.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and insert the program’s specific statutory authority to enter into the grant. If no specific statutory authority, delete these instructions.
2. MDH is in need of Add a few sentences describing how the grant fulfills the MDH mission and how the grant fulfills the objectives of the incoming grant.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this grant agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

Select the date, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

Select the date, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Data Disclosure; Ownership of Equipment; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. Grantee's Duties

Grantee, who is not a state employee, shall: perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.

(NOTE: **If your Grantee is purchasing/distributing incentives, you MUST include the stock incentive language found in the [Incentive Guidelines for MDH Grantees](#) on [Grants Central](#); language is also included in Exhibit A.**

3. Time

Grantee is required to perform all of the duties stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. Consideration and Payment

4.1. Consideration

MDH will compensate for all services performed by Grantee under this grant agreement as follows:

4.1.1. Compensation.

Compensation will be **in accordance with the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.**

4.1.2. Travel Expenses

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"), or at the Grantee's established rate, whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3. Budget Modifications

Modifications greater than 10 percent of any budget line item in the most recently approved budget (incorporated in Exhibit B or as listed in 4.1.1 and 4.1.2) requires prior written approval from MDH 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, loss of funds, or both. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from MDH provided that such modification is indicated on

submitted reports and that the total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in 4.1.4.

4.1.4. Total Obligation

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$0.00.

4.2. Terms of Payment

4.2.1. Invoices

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: **Update default language or insert invoice information.** Monthly/Quarterly/Other. Invoices are due XX days after the invoice period. The final invoice is due XX days after the expiration date of the grant agreement.

4.2.2. 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 agreement will be met by Grantee: \$0.00.

4.2.3. Federal Funds

Include this section for all federally funded grants; delete it if this section does not apply. Payments under this grant agreement will be made from federal funds obtained by MDH through Title **insert number**, Assistance Listing (formerly known as 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**. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

4.3. Contracting and Bidding Requirements

4.3.1. Municipalities

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.3.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.

- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All services provided by Grantee pursuant to this grant agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accordance 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 Grantee, programmatic monitoring of work performed by Grantee, and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. MDH's Authorized Representative

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

6.2. Grantee's Authorized Representative

Grantee's Authorized Representative is **insert name**, title, address, telephone number, and e-mail, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. Assignment

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of MDH.

7.2. Amendments

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

7.3. Waiver

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

7.4. *Grant Agreement Complete*

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

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

If your grant agreement is with Hennepin County Medical Center (HCMC) use the Liability language below and delete the entire Liability paragraph above and delete these instructions.

Each party's liability shall be governed by the provisions as set forth in [Minn. Stat. ch. 466](#) and other applicable laws, rules, and regulations.

9. State Audits

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

10. Government Data Practices and Data Disclosure

10.1. *Government Data Practices*

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. *Data Disclosure*

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other

applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

NOTE: If your grant agreement is with Hennepin County Medical Center (HCMC) use the Data Disclosure language below and delete the entire Data Disclosure paragraph above and delete these instructions.

Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, 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, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, 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

If this grant agreement disburses **ANY** federal funds, select option #1 and delete option #2. If this grant agreement disburses **ONLY** state funds, select option #2 and delete option #1.

Option #1 (ANY federal funds): Disposition of all equipment purchased under this grant agreement shall be in accordance with [2 CFR § 200](#). For all equipment having a current per unit fair market value of \$5,000 or more, MDH 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 MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

Option #2 (ONLY state funds): MDH shall have the right to require transfer of all equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. This right will normally be exercised by MDH 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*

Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others. For the purpose of this grant agreement, "Materials" includes any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials

and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

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 MDH, at Grantee's expense, from any action or claim brought against MDH 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 MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH 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*

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by 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 MDH'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 Grantee or its employees individually or jointly with others, or any subgrantees shall identify MDH as the sponsoring agency and shall not be released without prior written approval by MDH's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2. *Endorsement*

Grantee must not claim that MDH endorses its products or services.

15. *Termination*

15.1. *Termination by MDH or Grantee*

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the other party.

15.2. *Termination for Cause*

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

15.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant 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 grant agreement. Termination must be by written or facsimile notice to Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, 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.

17. Clerical Error

Notwithstanding Clause 7 of this grant agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

18. Lobbying

- 18.1.** Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, 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.
- 18.2.** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 18.3.** Providing education about the importance of policies as a public health strategy, however, 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.

- 18.4.** By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant.

19. Other Provisions

19.1. Voter Registration Requirement

Only include for grant agreements using **ANY** state funds issued to:

- community-based agencies defined as local government, city, county or township, and Tribal Nations; or
- non-profit organizations.

For additional information on Voter Registration, see "[Voter Registration Language](#)" on [Grants Central](#).)

Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

If this grant agreement disburses **ANY** federal funds, **all** of the following provisions must be included.

19.2. Contractor Debarment, Suspension and Responsibility Certification

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, [Minn. Stat. § 16C.03](#), subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

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 MDH 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 grant agreement, 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 grant agreement: 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 agreement are in violation of any of the certifications set forth above.

19.3. Audit Requirements

19.3.1. For Grantees that are state or local governments, or non-profit organizations:

- i. If Grantee expends total federal assistance of \$750,000 or more per year, 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.C. ch. 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).
- ii. Audits shall be made annually unless 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.

19.3.2. For Grantees that are institutions of higher education or hospitals:

- i. If Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, 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.
- ii. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

19.3.3. 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."

19.3.4. 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, 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.

19.3.5. 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.C. ch. 75](#)) and [2 CFR § 200](#).

19.3.6. 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.C. ch. 75](#)) and [2 CFR § 200](#).

19.3.7. The Statement of Expenditures form can be used for the schedule of federal assistance.

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

19.3.9. Grantee agrees to file required audit reports within nine (9) months of Grantee’s fiscal year end.

Recipients of more than \$750,000 in federal funds are required under [2 CFR § 200](#) 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

19.4. *Drug-Free Workplace*

Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at [34 CFR § 84](#).

19.5. *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 § 60](#).

19.6. *Cost Principles*

Grantee agrees to comply with the provisions [2 CFR § 200](#), regarding cost principles for administration of this grant agreement for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

19.7. *Rights to Inventions – Experimental, Developmental or Research Work*

Grantee agrees to comply with [37 CFR § 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.

19.8. *Clean Air Act*

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).

19.9. *Telecommunications Certification*

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee’s Duties / Scope of Work

(Include if applicable, regardless of state or federal funds. For additional information see [Incentive Guidelines for MDH Grantees](#) on [Grants Central](#).)

Incentives

Grantees may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. Grantees using incentive instruments must have written effective policies and procedures on file before purchasing any incentive instruments. Grantees are required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

Exhibit B – Grantee’s Budget