

Tobacco-Free Communities Grant Program Capacity Building Technical Assistance and Training

REQUEST FOR PROPOSALS

IMPORTANT DATES

November 21, 2016	Request for Proposals (RFP) released
November 29, 2016	Applicant information call
December 2, 2016	Required Notice of Intent due
December 30, 2016	Last day to submit RFP questions
January 9, 2017	Proposals due
March 1, 2017	Grant begins

Visit <http://www.health.mn.gov/tfc> for more information.

Tobacco-Free Communities Grant Program: Capacity Building Technical Assistance and Training – Request for Proposals

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Upon request, this material will be made available in an alternative format such as large print, Braille or audio recording. Printed on recycled paper.

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Overview

The Minnesota Department of Health (MDH) seeks proposals to coordinate and provide technical assistance and training to its Tobacco-Free Communities and Statewide Health Improvement Program grantees as they work to reduce the harms of commercial tobacco in their communities.

In June 2016, MDH released a Request for Proposals (RFP) to implement the Tobacco-Free Communities Grant Program (TFC), authorized by *Minnesota Statute 144.396: Tobacco Use Prevention*¹ to fund local, tribal, statewide, and technical assistance and training (TA) grants. These grants aim to reduce and prevent youth tobacco use and address tobacco-related disparities in Minnesota by promoting community-driven tobacco prevention and control activities and strategies. The TFC RFP reinforced MDH's overall goal of advancing health equity and achieving population-level health improvements.

This RFP is a reissuance for the Capacity Building TA Grant that was included in the aforementioned TFC RFP. This reissuance does **not** include funding for any other grants that were also included in the previous TFC RFP.

Background

MDH has 11 newly funded (*as of November 2016*) TFC Community grantees to implement activities that help build community capacity, change social norms around tobacco, and foster community readiness and support for tobacco control policies within their communities. Several TFC Community grantees also work on sustainable policy, systems, and environmental (PSE) changes within their communities. These grantees are funded through October 31, 2021.

Through the Statewide Health Improvement Program (SHIP) MDH funds 41 public health agencies to improve the health of Minnesotans by making sustainable, population-focused, evidence-based changes to the policies, systems, and environments in schools, communities, worksites, and health care systems that address obesity and commercial tobacco use and exposure. SHIP grantees are currently funded through October 31, 2020.

MDH also funds other external TA providers to provide TA and training around tobacco PSE change and legal technical assistance. MDH works with external TA providers to coordinate and provide TA and training to grantees that is both tobacco-specific and designed to build foundational competencies that support tobacco prevention and control efforts. Current external TA providers include: American Lung Association, MN, Association for Nonsmokers-Minnesota, Counter Tools, and Public Health Law Center.

Distinct from tobacco-specific and PSE TA, the purpose of this Capacity Building TA Grant is to provide TA that will build upon and broadly expand the core competencies and multi-dimensional capacity of grantees to reduce tobacco-related health disparities and the negative influence of commercial tobacco in their communities. The Capacity Building TA provider will primarily provide TA around communications, health promotion, community organizing, leadership development, and other capacities necessary for grantees to influence health in their communities. The Capacity Building TA

¹2015 Minnesota Statutes: 144.396 Tobacco Use Prevention, <https://www.revisor.mn.gov/statutes/?id=144.396>

provider will be expected to have the necessary cultural competency, experience, knowledge, skills, and resources to meet grantees where they are at, and to help them achieve their grant goals.

The Capacity Building TA provider will create a dynamic learning community where grantees also share their knowledge and strengths with each other. At the conclusion of this grant, MDH envisions that grantees will have crosscutting leadership, communication, and community organizing skills to broadly create and influence health in their communities.

Program goals and objectives

As aligned with the Tobacco Use Prevention Statute, the primary goals of the TFC grant program are to:

- 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 tobacco cessation among adults and young adults; and
- Identify and eliminate tobacco-related health disparities.

TFC Community grantees are: (1) engaging in a common set of foundational activities including assessment, community education, community engagement, and partnership building; (2) implementing activities and strategies to reduce exposure to targeted tobacco industry influences changing social norms around commercial tobacco use and secondhand smoke exposure; and (3) using culturally appropriate approaches to leverage community strengths and engage partners to implement community-driven PSE changes.

Funding

An annual amount of \$200,000 is available for one Capacity Building TA Grant to coordinate the tobacco TA infrastructure, in coordination with MDH and other external TA providers, and provide capacity building TA to MDH-funded TFC Community and SHIP grantees. Additional funding may be available for subcontracts to meet specific needs of the grantees as their projects evolve.

Due to the shortened first grant year, funding for Year 1 (March 1, 2017 – October 31, 2017) will be prorated based on \$200,000 for 12 months.

Funding for Year 1: March 1, 2017 – October 31, 2017 is \$133,333.

Grant period

The grant period is March 1, 2017 – October 31, 2021, and subject to satisfactory grantee performance and funding availability.

The first grant year is March 1, 2017 – October 31, 2017, with subsequent grant years beginning November 1 and ending October 31, through October 31, 2021.

Eligibility

MDH seeks to fund an organization that has experience coordinating or providing TA, working with community-based organizations and local public health agencies, working with diverse communities, and has a strong understanding of capacity-building models. MDH seeks to fund an organization that is committed to improving community health and ignites passion for social justice and health equity.

Applicants who propose to collaborate with other entities are required to submit one proposal. Multi-organization collaboration is not required. No grant will be awarded to an individual nor an informal group of individuals. Applicants may submit only one proposal for consideration.

Applicants must serve as the lead agency and fiscal agent responsible for implementing the work of the Capacity Building TA Grant. An organization may not apply using a fiscal agent or fiscal sponsor; nor may any organization serving in the capacity as a fiscal agent or fiscal sponsor for any other organization or entity apply. Applicants must demonstrate the financial capacity to implement the grant or describe plans for ensuring that financial capacity requirements will be met. Applicants must retain the majority of the work even if they plan to subcontract components to other entities. If applicants plan to use subcontractors, they must state in the proposal the name of subcontractors who will perform the work, what components of the work will be performed by a subcontractor, and provide a justification.

Applicants must have the organizational capacity to subcontract with other organizations or individuals at MDH's request.

Ineligible applicants

Organizations that are currently funded under the TFC Grant Program are **not** eligible to receive this Capacity Building TA Grant, this includes TFC Community grantees and TA providers.

Local public health agencies, Community Health Boards, and tribes are also **not** eligible to receive a Capacity Building TA Grant.

Scope of Work

Primary Roles

The primary roles of the Capacity Building TA provider will be to:

1. Write and coordinate the statewide tobacco TA plan and provide a training infrastructure to build the capacity and meet the TA needs of TFC Community and SHIP grantees.
2. Assist MDH in incorporating health equity and cultural competencies into the statewide tobacco TA plan and implementation.
3. Provide capacity building TA and training to TFC Community and SHIP grantees.

The Capacity Building TA provider will provide a training platform and infrastructure for both TFC Community grantees and the SHIP grantees working on tobacco prevention and control strategies, but

the primary focus will be to build the capacity of and support the new cohort of TFC Community grantees. SHIP grantees may be included in these activities at the request of MDH.

Applicants should have a strong understanding of cultural competence and practices, health equity concepts, and adult and e-learning concepts and practices. The Capacity Building TA provider will be responsible for identifying and incorporating health equity practices into TFC and SHIP TA planning and delivery.

Primary Tasks

1. Work in partnership MDH, other TA providers, and grantees to lead the development and implementation of a statewide TA plan to address grantee needs
2. Coordinate bi-monthly TA meetings with MDH and other TA providers, including organizing agendas and tasks and maintaining notes from TA meetings
3. Assist with analyzing initial grantee needs assessment; conduct ongoing grantee needs assessments; use assessment findings to identify types and formats of TA that are most appropriate for grantees
4. Organize and coordinate the TA delivery infrastructure (conferences, trainings, meetings, webinars, etc.) as appropriate to ensure opportunities for grantees to participate in applicable trainings
5. Work with MDH and other funders, as directed by MDH, to coordinate TA and training across other funded grantees working in tobacco prevention and control in Minnesota
6. Serve as the centralized resource to meet grantees' needs
 - a. Maintain ongoing communications with grantees to identify resource needs; develop a plan for providing updates, materials, and other information to grantees
 - b. Direct grantees to existing resources, materials, and toolkits
 - c. Assist grantees with design and production of new culturally specific educational and cessation-related materials
7. Work with MDH to develop a mentoring structure that supports peer-to-peer learning and collaboration among TFC Community grantees
8. Provide TA to TFC Community and SHIP grantees, as necessary, around the topics listed below. TA may be provided by the applicant's internal staff or by subcontracting with known experts.
9. Ensure TA provided is culturally appropriate, incorporates health equity practices, and contributes to building grantee capacity to limit the influence and harms of commercial tobacco within their communities

The Capacity Building TA provider will subcontract as necessary, and as directed by MDH, to respond to specific ongoing requests by grantees (some TA may be delivered by MDH staff or other TA providers rather than a subcontractor). The Capacity Building TA provider will manage all subcontracts.

Applicants should clarify where they have the in-house capacity and talent to meet RFP deliverables and where they will have to subcontract. While the expectation is that most of deliverables will be included in the proposal budget, additional funding may be available for subcontracting.

Applicants must have expertise and ability to provide (or subcontract for) TA on the following topics:

1. Assessment

- a. Community assessments that help identify community needs and resources, directly involve community members and partners, and gathering information through listening sessions, interviews, or surveys.
- 2. Community education and communications
 - a. Communications and outreach planning and implementation, including message development and the use of a variety of tactics such as paid media (e.g., television, radio, out-of-home), earned media (e.g., letters to the editor, editorials, radio or television interviews), and social media
 - b. Digital storytelling, photovoice, or other participatory media
 - c. In-person presentations, meetings, and community events
 - d. Culture-based education, including traditional tobacco education
 - e. Promoting cessation and offering referral support to community members
- 3. Community engagement and partnership building
 - a. Involving community members in issue identification, problem solving, and decision making
 - b. Building collaborative partnerships to increase capacity, amplify the community's voice, and leverage diverse skills and expertise for sustaining change
 - c. Identify and engage existing and new partners and maximize partnerships for leadership, decision making, and dissemination of information
 - d. Building and maintaining coalitions
- 4. Community organizing
 - a. Community mobilization and advocacy
 - b. Engaging community change agents, opinion leaders, or youth
- 5. Leadership development
 - a. Organizational leadership development
 - b. Assessing and identifying problems
 - c. How to create buy-in for solutions

Note: MDH currently plans to ask the Capacity Building TA provider to provide or subcontract for two large, intensive in-person trainings around community organizing principles and practices in spring 2017 (one for community-based organization grantees and one for local public health grantees). This training will cover many of the elements of topics 3, 4, and 5 above. The Capacity Building TA provider will **not** be responsible for providing these funds within this grant budget.

Applicants should state in their proposal whether they plan to provide these trainings through their own organization or will manage a subcontract for another organization to provide the trainings. Applicants should not adjust their proposal budget to include potential costs of these specific trainings. MDH will work with the Capacity Building TA provider to provide the additional funds necessary.

- 6. Integrating cessation connections and support into existing services and community networks
 - a. Work with MDH, PSE TA providers, and grantees working on cessation integration strategies to identify and provide TA around integrating culturally appropriate connections to cessation services and cultural supports into existing community services, programs, and health systems
 - b. Support grantees' development of culturally specific cessation referral methods that build upon existing community strengths and leaders

TA delivery may take different forms, depending on the grantees and their needs. The Capacity Building TA provider must be able to meet grantees' needs and provide various forms of assistance, including:

- Direct one-on-one consultation
- In-person small or large group
- Webinar and conference calls
- Collaborative or peer learning
- Train the trainer
- Resources, materials, and toolkits

The type and format of TA provided should be appropriate and conducive to learning the best way possible. An emphasis should be placed on providing TA in-person.

Grantee Requirements

Administrative

- Work with MDH to revise and finalize the work plan and budget.
- Work with other TA providers and MDH to create an initial TA Plan for TFC Community and SHIP grantees within the first three months.
- Work with other TA providers and MDH to conduct and implement ongoing grantee needs assessments.
- Lead and participate in regular (bi-monthly) in-person TA meetings with MDH and other TA providers.
- Participate in regular (bi-monthly) TA provider check-in calls with MDH staff (alternate months of in-person TA meetings) and report back progress toward outcomes.

Evaluation

- Develop a TA provider-specific evaluation plan in collaboration with MDH within the first year.
- Conduct regular evaluation of TA provided to grantees (e.g., annual feedback from grantees and MDH, evaluations after trainings, etc.)
- Submit annual and final reports summarizing successes, challenges, and lessons learned from work conducted during the project period.

Communications

- Follow TFC communications product review and approval process requirements per MDH guidelines.
- Communicate with MDH regarding product approval and ensure that communications pieces funded by TFC conform to best practices and include appropriate sponsor attribution.

Grant Funding Restrictions

TFC funds cannot be used for:

- Alcohol, gifts for staff, staff meals (except approved travel), or parties
- Capital improvements or alterations
- Cash assistance paid directly to individuals to meet their personal or family needs
- Costs incurred prior to the grant award
- Costs not directly related to the TFC grant
- Direct patient medical services or care
- Ongoing costs of a program
- Research
- Start up or ongoing costs of a private business venture
- Supplantation of current federal, state, or local funding

No work on grant activities can begin until a fully-executed grant agreement is in place. A sample grant agreement can be found in *Appendix B: Sample grant agreement* and on the MDH website at <http://www.health.mn.gov/tfc>. Applicants should be aware of the terms and conditions of these standard grant agreements in preparing their proposals. Much of the language reflected in these agreements is required by statute. If an applicant takes exception to any of the terms, conditions or language in the sample grant agreements, the applicant must indicate those exceptions, in writing, in their proposal in response to this RFP. Certain exceptions may result in a proposal being disqualified from further review and evaluation. Only those exceptions indicated in a proposal will be available for discussion or negotiation.

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

Lobbying

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

Proposals Submission

Grant timeline

- November 21, 2016 – RFP released
- November 29, 2016 – Applicant information call at 11:00 a.m. CST
- December 2, 2016 – Required Notice of Intent due by 4:00 p.m. CST
- December 30, 2016 – Last day to ask RFP questions
- January 9, 2017 – Proposals due by 4:00 p.m. CST
- Early February 2017 – Anticipated Notice of Award
- March 1, 2017 – Grant implementation begins

Applicant information call

MDH will provide RFP information and guidance through an applicant information call. Though not required, prospective applicants are encouraged to attend.

The information call is scheduled for Tuesday, November 29, 2016 from 11:00 a.m. to 12:00 p.m. Registration is required to participate in the call. To register, send an email to tobacco@state.mn.us by 4:00 p.m. CST, Monday, November 28, 2016. Prior to the call, registered participants will receive a confirmation email with call-in instructions.

Email questions about the RFP to tobacco@state.mn.us by 4:00 p.m. CST, Monday, November 28, 2016. In the subject heading of the email, write “Capacity Building TA RFP Question.” Questions sent in advance will be addressed during the information call. An opportunity to ask additional questions will be provided during the information call as time permits.

RFP questions

In addition to the applicant information session, prospective applicants are encouraged to contact MDH with additional questions that may arise. Please e-mail RFP questions to tobacco@state.mn.us.

All questions and answers will be posted publicly on the MDH website at <http://www.health.mn.gov/tfc>. Questions and answers will be updated every Wednesday between Wednesday, December 7, 2016 and Wednesday, January 4, 2017.

The final deadline for questions about the RFP is Friday, December 30, 2016. Applicants may consider reviewing these questions and answers each week as the answers may be helpful for writing proposals.

MDH staff will refer all inquiries to the above e-mail address to ensure that answers are consistent and accurate. Other than emails to the email address noted above, all other MDH staff are not authorized to discuss this RFP with any potential applicant before the submission deadline. Contacting, or attempting to contact, anyone at MDH regarding this RFP other than through the email address or as part of the applicant information session is prohibited and may result in disqualification.

Required Notice of intent

Applicants are **required** to submit a Notice of Intent to tobacco@state.mn.us by 4:00 p.m. CST on **Friday, December 2, 2016**. Use the Notice of Intent form located on the MDH website at <http://www.health.mn.gov/tfc>. Please include “Capacity Building TA Grant Notice of Intent” in the subject line of your email.

Submission of a Notice of Intent is binding. Applicants that have not submitted a Notice of Intent by the deadline, are not qualified to apply. A confirmation email will be sent to all applicants when the Notice of Intent form is received by MDH.

Submission deadline

Proposals must be received by MDH on **Monday, January 9, 2017, by 4:00 p.m. CST** and **must** be submitted as an email with attachments sent to tobacco@state.mn.us.

Late proposals will not be accepted. It is the applicant’s responsibility to allow sufficient time to address all potential delays. MDH will not be responsible for, and will not accept, a proposal that is delayed due to technical difficulties. Mailed, hand-delivered, or faxed proposals will not be accepted.

Emailed submissions should include “Capacity Building TA Grant Proposal” in the email subject line. All proposal documents should be included as attachments.

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

This RFP does not obligate MDH to award a grant contract or complete the projects described in this RFP. MDH reserves the right to cancel this RFP if it is considered to be in its best interests.

Proposal contents

Proposals must include all required proposal materials including attachments. Do not provide any materials that are not requested in the RFP, as such materials will not be considered nor evaluated. See *Appendix A: Proposal document guidelines and requirements* for a list of required proposal forms. **MDH reserves the right to deny funding to any applicant that does not meet these requirements.**

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

Proposal Review

Complete and eligible grant proposals received **by 4:00 p.m. CST on Monday, January 9, 2017** will be reviewed competitively according to the *Proposal Evaluation Criteria*. **Late proposals will not be reviewed.**

Complete proposals will be reviewed by a grant review team that may include MDH staff, individuals from external organizations, and experts in the field. Reviewers will score proposals individually using a provided score sheet. Proposals and reviewer scores will be discussed by review teams. Reviewers are able to modify scores based on discussions at the review meeting.

The Commissioner of Health will review final recommendations and determine which proposals will be funded. The Commissioner of Health's award decisions will be final and there will be no appeal process.

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

Notice of award

Grant award decisions are anticipated to be made in early February 2017. Applicants will be notified by email and letter whether their proposal is funded. MDH may negotiate changes to proposed budgets and work plan activities.

Grants may not be funded at the funding level requested. Work plans and budgets submitted as part of proposal should not be considered final and approved by MDH if awarded.

Public information

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

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

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted,

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

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

Proposal evaluation criteria

All proposals will be scored based on the criteria below.

Project narrative (70 points)

PROJECT OVERVIEW (10 POINTS)

- The applicant clearly described the goals and objectives for the proposed project and how they will determine success throughout the project. (3 points)
- The applicant described how they will ensure TA provided will meet grantees’ needs. (3 points)
- The applicant described how they will incorporate health equity into TA planning and delivery. (4 points)

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (15 POINTS)

- The applicant described the history of the organization, major programming, and how the proposed work aligns with the organization’s mission. (3 points)
- The applicant described their experience providing TA and qualifications to support grantees. (4 points)
- The applicant listed key project staff and their skills and capacity to successfully carry out TA delivery. (4 points)
- The applicant demonstrated cultural competency and provided an example of their capacity to work effectively with diverse communities. (4 points)

ENGAGEMENT AND PARTNERSHIP (15 POINTS)

- The applicant described how they will meaningfully engage and involve grantees in identifying TA needs. (5 points)
- The applicant described how they will ensure TA provided is culturally appropriate for grantees. (8 points)
- The applicant described how they will work effectively with other TA providers and MDH. (2 points)

PROJECT DESCRIPTION (30 POINTS)

- The applicant provided a brief summary and examples of type(s) of TA to provide to grantees. (5 points)
- The applicant described how their proposed TA will contribute to increased grantee knowledge, skills, and resources to help grantees successfully meet their goals and objectives. (10 points)
- The applicant provided examples of how they will use adult and e-learning concepts, training approaches, and practices to provide TA. (4 points)
- The applicant described how TA delivered will contribute to building grantee capacity to limit the influence and harms of commercial tobacco within grantees' communities. (6 points)
- The applicant described how they will accomplish the Primary Tasks listed on page 8 of this RFP. (5 points)

Work plan (15 points)

- The applicant's proposed work plan contained all Primary Tasks listed on page 8 of this RFP. (5 points)
- The applicant's work plan activities and milestones reflect the responsibilities and tasks outlined. (5 points)
- The applicant's work plan includes clear specific milestones that will be used to measure progress and demonstrates steps to accomplish project goals and objectives within reasonable time frames. (5 points)

Budget (15 points)

- The salaries are adequate for staff retention and FTEs are reasonable for the proposed scope of work. (5 points)
- The expenditures are clearly related to TA activities. (3 points)
- The budget narrative includes a clear and reasonable description of how funds will be allocated. (3 points)
- The applicant included justification for Indirect Costs; Indirect Costs are reasonable. (4 points)

Appendices

Appendix A: Proposal document guidelines and requirements

Required documents

RFP forms and templates can be found on the MDH website at <http://www.health.mn.gov/tfc>.

Proposals must include the following:

- Proposal
 - Cover Sheet
 - Project Narrative
- Work Plan
- Line-item Budget
- Budget Narrative
- Copy of Federally Approved Indirect Rate or List of Expenses Covered by Indirect Costs
- Due Diligence Review form (non-governmental organizations only)
- Proof of Status as a Legal Entity (nonprofit organizations only)
- Conflicts of Interest list (if applicable)

Proposal requirements and guidelines

Proposal format requirements

- Proposals must be typed; pages within each proposal document should be numbered consecutively.
- Use Calibri font that is 11 point in size throughout the proposal.
- Sign the proposal where noted.

COVER SHEET

Applicants must use the Cover Sheet template provided on the MDH website at <http://www.health.mn.gov/tfc>.

PROJECT NARRATIVE (12 PAGES TOTAL)

- The Project Narrative should be organized as outlined below and should follow the guidelines below.
- **The Project Narrative must not exceed 12 pages.** Additional pages will not be read nor considered by reviewers. The number of pages allocated to each narrative section may vary depending on applicant needs to adequately address each section.
- The Project Narrative must be double-spaced, with the exception of bullet points or tables, with one-inch margins. Use Calibri font that is 11 point in size.

PROJECT OVERVIEW (1 - 2 PAGES)

- Describe your goals and objectives for the proposed TA. How will you know you are successful throughout the project?
- Describe how you will ensure TA provided will meet grantees' needs.
- Describe how you will incorporate health equity into TA planning and delivery.

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (2 - 3 PAGES)

- Describe the history of your organization, major programming, and how the proposed work aligns with your organization's mission.
- Describe your organization's experience providing TA and your qualifications to support grantees.
- List key project staff and their skills and capacity to successfully carry out TA delivery.
- Demonstrate your organization's cultural competence and provided an example of your capacity to work effectively with diverse communities.

ENGAGEMENT AND PARTNERSHIP (2 - 3 PAGES)

- Describe how you will meaningfully engage and involve grantees in identifying TA needs.
- Describe how you will ensure TA provided is culturally appropriate for grantees.
- Describe how you will effectively collaborate with other TA providers and MDH.

PROJECT DESCRIPTION (3 - 4 PAGES)

- Provide a brief summary and examples of the type(s) of TA you will provide to grantees.
- Describe how your proposed TA will contribute to increased grantee knowledge, skills, and resources to help grantees successfully meet their goals and objectives.
- Provide examples of how you will use adult and e-learning concepts, training approaches, and practices to provide TA.
- Describe how TA delivered will contribute to building grantee capacity to limit the influence and harms of commercial tobacco within grantees' communities.
- Describe how you will accomplish the Primary Tasks listed on page 8 of this RFP.

Work plan template and instructions

Applicants must submit a work plan for the first year (March 1, 2017 – October 31, 2017) using the template provided on the MDH website at <http://www.health.mn.gov/tfc>. Instructions on how to complete the work plan are located within the template document.

The work plan should provide an overview of what the applicant plans to accomplish during the first year of the grant period. Activities and milestones described in the work plan should be more detailed than descriptions provided in the Project Narrative (given the page limitation).

The work plan does not have a page limit.

Line-item Budget and Budget Narrative

Applicants must provide a Line-item Budget and Budget Narrative for the first year (March 1, 2017 – October 31, 2017) using the templates provided on the MDH website at <http://www.health.mn.gov/tfc>. Budget costs should be calculated for the following categories: Personnel; Contractual Services; Travel; Supplies and Equipment; Other; and Administrative (Indirect) Costs. Round all numbers to the nearest dollar.

The Budget Narrative should provide brief but sufficient explanation for each budget line item. The budget must be consistent with the stated objectives, planned activities, and time frame of the project. 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.

The Budget Narrative does not have a page limit.

Personnel

The proposed budget should reflect the following information for staff who will work on the grant: Staff Name (if known), Staff Title, Staff Description, Annual Salary, Hourly Rate, FTE, Fringe, and Total of Salary plus Fringe. Calculate the cost of fringe benefits for each position based on the percentage rate used by the organization to calculate fringe benefits.

Contractual services

The proposed budget should include the following information for any proposed contracts: name of contractor, if known; the scope of work the contractor will provide; and the total amount you expect to pay the contractor for the grant year. Grant funds may be used for small contracts; such as facilitators, speakers, or trainers as well as for large contracts if other organizations will be engaged to implement specific parts of proposed activities. Recipients of mini-grants are considered contractors and should be included in this section of the budget.

Travel

Reference the *Commissioner's Plan*² for travel reimbursement requirements. Use the following reimbursement rates to estimate travel expenses.

² Commissioner's Plan <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

Reimbursement Rates	
Expense	Rate
Mileage	Current IRS rate (\$0.54 as of January 1, 2016)
Parking	Actual cost
Breakfast	\$9.00
Lunch	\$11.00
Dinner	\$16.00
Lodging	Actual cost

Include the staff name or title, event name, destination, and purpose in the travel line items in the Budget Narrative.

Supplies and equipment

Indicate expected costs for items and a description for supplies and equipment. Grant funds may not be used to purchase any individual piece of equipment that costs more than \$3,000 and all budgeted supplies and equipment purchases must be justified in the Budget Narrative. These costs may include office supplies, postage or mailing, duplication or copies, phone service and equipment, teleconferences or meetings, and computer or internet expenses.

Other

Include any other project-related expense that does not fit on another line item. Expenses must be directly related to program activities and referenced in the work plan. These costs may include educational materials, marketing or media materials, promotional items, and incentives.

Administrative (Indirect) costs

Administrative costs are the expenses of doing business that are necessary for the overall operation of the organization and the conduct of the activities it performs. Administrative costs incurred as part of the grant program should be reasonable to provide necessary program support and directly billed to the appropriate budget line item (i.e. salaries and fringe for accounting support, human resources or administrative staff and general office supplies and expenses) and *not* included as part of an organization’s indirect costs.

Indirect costs are the expenses of doing business that cannot be directly attributed to a specific grant program or budget line item. These costs are often allocated across an entire organization and may include: executive and/or supervisory salaries and fringe, rent, facilities maintenance, etc. MDH will accept an organization’s federally approved indirect cost rate or up to 10 percent of the total grant award.

- **Applicants with a federally approved indirect cost rate** must submit a copy of their federally approved rate with the Proposal.
- **Applicants without a federally approved indirect cost rate** must submit a list of expenses that will be covered by the indirect costs portion of the budget to ensure expenses such as rent, administrative salaries, etc. are not already listed in other directly billed budget line-item categories.

Administrative-Indirect Cost Allocation form

The Administrative-Indirect Cost Allocation form can be found on the MDH website at <http://www.health.mn.gov/tfc>. Include *one* of the following:

- Indirect Cost Rate Agreement
- Approved Cost Allocation
- Administrative-Indirect Cost Allocation Worksheet

Due Diligence Review form

The Due Diligence Review form can be found on the MDH website at <http://www.health.mn.gov/tfc>. This form must be completed by all non-governmental organization applicants.

MDH must review an organization's financial health and organizational capacity when making the decision to award grantees. No applicant will be excluded from receiving funding based solely on the answers to the questions on this form.

Proof of status as a legal entity

If applicable, organizations must attach a copy of their Internal Revenue Service 501(c)(3) determination letter as evidence that the applicant is an eligible nonprofit corporation, institution, etc. If this form is not included, an explanation as to why it is not included must accompany this proposal.

Conflicts of interest

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 that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. If an applicant does not submit a list of conflicts of interest, MDH will assume that no conflicts of interest exist for that applicant.

Appendix B: Sample grant agreement

The sample grant agreement can also be found on the MDH website at <http://www.health.mn.gov/tfc>.

General sample grant agreement (non-Community Health Boards)

Grant Agreement Number _____

Between the Minnesota Department of Health and **INSERT GRANTEE'S NAME**

Instructions for completing this form are in blue and are italicized and bracketed. Fill in every blank and delete all instructions, including these instructions, before sending this document to Financial Management for review. Include an encumbrance worksheet to enable Financial Management to encumber the funds for this agreement.

Minnesota Department of Health Grant Agreement

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

Recitals

1. Under Minnesota Statutes 144.0742 and *Insert the program's specific statutory authority to enter into the grant*, the State is empowered to enter into this grant agreement.
2. The State is in need of *Add 1-2 sentences describing the overall purpose of the grant*.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Agreement

- 1.1. Effective date** *Spell out the full date, e.g., January 1, 2012*, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. **The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.**
- 1.2. Expiration date** *Spell out the full date, e.g., December 31, 2012*, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.
- 1.3. Survival of Terms** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property;

14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. **Grantee's Duties** The Grantee, who is not a state employee, shall: *Attach additional pages if needed, using the following language, "complete to the satisfaction of the State all of the duties set forth in Exhibit A, which is attached and incorporated into this agreement."*
3. **Time** The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

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

4. **Consideration and Payment**

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

- (a) **Compensation.** The Grantee will be paid *Explain how the Grantee will be paid—examples: "an hourly rate of \$0.00 up to a maximum of X hours, not to exceed \$0.00 and travel costs not to exceed \$0.00," Or, if you are using a breakdown of costs as an attachment, use the following language, "according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement."*
- (b) **Total Obligation** The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed **TOTAL AMOUNT OF GRANT AGREEMENT AWARD IN WORDS** dollars [(\$ INSERT AMOUNT IN NUMERALS)].
- (c) **Travel Expenses** [Select the first paragraph for grants with any of Minnesota's 11 Tribal Nations. Select the second paragraph for all other grants. Delete the paragraph that isn't used.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "GSA Plan" promulgated by the United States General Services Administration. The current GSA Plan rates are available on the official U.S. General Services Administration website. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

OR

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed

for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

4.2. Terms of Payment

- (a) **Invoices** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: [Example: "Upon completion of the services," or if there are specific deliverables, list how much will be paid for each deliverable, and when. The State does not pay merely for the passage of time.](#)
- (b) **Matching Requirements** [If applicable, insert the conditions of the matching requirement. If not applicable, please delete this entire matching paragraph.](#) Grantee certifies that the following matching requirement, for the grant will be met by Grantee:
- (c) **Federal Funds** [Include this section for all federally funded grants; delete it if this section does not apply.](#) Payments under this agreement will be made from federal funds obtained by the State through Title [insert number](#), CFDA number [insert number](#) of the [insert name of law](#) Act of [insert year](#), including public law and all amendments. The Notice of Grant Award (NGA) number is _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the State to the Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 5. Conditions of Payment** All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services

provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

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

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

7. Assignment, Amendments, Waiver, and Merger

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

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

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

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

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

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to

examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

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

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

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

11. Ownership of Equipment *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

Disposition of all equipment purchased under this grant shall be in accordance with 2 CFR 200. For all equipment having a current per unit fair market value of \$5,000 or more, the State shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

Option #2:

The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the

project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

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

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

12.2. Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant

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

14. Publicity and Endorsement

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

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

15. Termination

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

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

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

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

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

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

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

18.1. Contractor Debarment, Suspension and Responsibility Certification

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

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

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

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- (b) Have not within a three-year period preceding this contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating

- any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- (d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant/contract are in violation of any of the certifications set forth above.

18.2. Audit Requirements to be Included in Grant Agreements with Subrecipients

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

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

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

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

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

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

- (b) The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
- (c) The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

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

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

- (d) The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
- (e) If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq. and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.
- (f) Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
- (g) The Statement of Expenditures form can be used for the schedule of federal assistance.
- (h) The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.
- (i) The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

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

Bureau of the Census

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

18.3. Drug-Free Workplace

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

18.4. Lobbying

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

18.5. Equal Employment Opportunity

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

18.6. Cost Principles

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

18.7. Rights to Inventions – Experimental, Developmental or Research Work

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

18.8. Clean Air Act

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

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

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

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

APPROVED:

1. GRANTEE

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

2. STATE AGENCY

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

By: _____

Title: _____

Date _____

By: _____

Title _____

Date: _____

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- State Authorized Representative