



Injection Drug Use and Infectious Disease Project ECHO

GRANT REQUEST FOR PROPOSAL (RFP)

Minnesota Department of Health
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08/12/2022

To obtain this information in a different format, call: 651-201-5688

Table of Contents

Injection Drug Use and Infectious Disease Project ECHO	1
RFP Part 1: Overview	3
1.1 General Information	3
1.2 Program Description.....	3
1.3 Funding and Project Dates	4
1.4 Eligible Applicants.....	4
1.5 Questions and Answers	5
RFP Part 2: Program Details	6
2.1 Priorities.....	6
2.2 Eligible Projects.....	7
2.3 Grant Management Responsibilities	8
2.4 Grant Provisions	9
2.5 Review and Selection Process	12
RFP Part 3: Application and Submission Instructions	14
3.1 Application Deadline	14
3.2 Application Submission Instructions	14
3.3 Application Instructions.....	14
3.4 Application Questions.....	15
RFP Part 4: Attachments	17
Attachment A: Workplan Template.....	18
Attachment B: Due Diligence Review Form.....	19
Attachment C: Sample Grant Agreement.....	23
Attachment D: Applicant Conflict of Interest Disclosure.....	41
Attachment E: Applicant Submission Checklist	46

RFP Part 1: Overview

1.1 General Information

- **Announcement Title:** Community Collaboration on Viral Hepatitis and Other Infectious Diseases Project ECHO
- **Minnesota Department of Health (MDH) Program Website:** [Hepatitis Unit](#)
Intent to apply deadline: 08/26/2022, 5:00 PM CT
- **Application Deadline:** 09/14/2022, 5:00 PM CT

1.2 Program Description

There are many infectious diseases that can be spread through injection drug use (IDU). In Hennepin County the most frequent infectious diseases with this route of transmission include Hepatitis C and HIV. Hepatitis A is also commonly linked to injection drug use, though it is not spread from blood-to-blood contact. The link between IDU and infectious diseases is multifaceted. Stigma, lack of access to sterile syringes and other drug use equipment (also known as works), fear of legal ramification and perceived or real mistreatment by healthcare providers can drive people to re-use or share syringes and other equipment, which causes the spread of bloodborne pathogens. These factors can also cause people to delay seeking care which further increases the risk of transmitting bloodborne pathogens. Diseases that are spread in ways other than blood-to-blood transmission, such as hepatitis A, occur in part because the settings in which injection drug use occurs may be unsanitary or unsafe. Drug use in these conditions is also driven by stigma, lack of access to injection equipment and supplies such as sterile water, and laws that prohibit the construction of safe injection sites (e.g., supervised consumption or overdose prevention sites).

The Infectious Disease Epidemiology, Prevention and Control Division at the Minnesota Department of Health (MDH) has established this funding to improve quality of care and healthcare outcomes for people who inject drugs (PWID).

MDH is seeking proposals for an ECHO Project to increase quality and capacity of care for infectious disease associated with injection drug use. Potential applicants can learn more about the ECHO model through the University of New Mexico School of Medicine's [Project ECHO](#) website.

The overarching goal of this grant is to improve care coordination and service delivery to persons who inject drugs (PWID) and are at risk of infectious disease(s) and those who inject drugs and are living with an infectious disease(s) but are not engaged in care.

The applicant, in collaboration with MDH and Hennepin County Public Health, will assist in developing a new, innovative Project ECHO. This grant will focus on improving outreach strategies, testing, and linkage to care for infectious diseases. This grant will use a novel approach by utilizing a Project ECHO to bring together clinical and non-clinical community partners with an aim of reducing silos between these groups and improving outcomes in diagnosis, follow up care, and treatment of infectious disease.

1.3 Funding and Project Dates

Funding

There is \$844,704 available for this grant, which is funded by MDH via CARES Act funding. MDH anticipates funding one applicant.

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

Funding	Estimate
Estimated Amount to Grant	\$844,704
Estimated Number of Awards	1
Estimated Award Maximum	\$844,750
Estimated Award Minimum	

Match Requirement

There is no match requirement for receiving these funds.

Project Dates

This grant is estimated to begin on 11/17/2022 and end on 12/31/2026. Applicants must submit a budget proposal for the duration of the grant, demonstrating how funds will be used for each year of the grant. Any funds used for start-up costs should be demonstrated in year one of the budget.

1.4 Eligible Applicants

Eligible applicants include non-profit organizations and community health centers. For profit-entities, local public health agencies, and community health boards are ineligible for this grant. Applicants must have state or federal recognition as a formal organization or entity, such as a Federal Employer Identification Number. Organizations without recognition as a formal organization or entity may not apply. Eligible applicants who wish to work together must have an already established legal partnership or must designate one organization as fiscal agent.

To be eligible, an applicant must:

- Be registered as a designated ECHO Hub within Hennepin County. Applicants who are not currently a designated ECHO Hub but will receive ECHO Hub certification before the start of the grant period may also be considered.
- Demonstrate a collaborative relationship with Hennepin County Public Health by submitting a letter of support.
- Demonstrate subject matter expertise in both injection drug use (IDU) and infectious disease.

- Have access to video-conferencing hardware to support virtual Project ECHO meetings. Grant funds may be used to purchase video-conferencing hardware.

Collaboration

The applicant will be the lead organization (Project ECHO “hub”) for this grant. The applicant will be required to collaborate with grant partners, including Hennepin County Public Health and MDH, to ensure that grant objectives are met.

1.5 Questions and Answers

All questions regarding this RFP must be submitted by email or phone to brooklyn.petrich.contractor@state.mn.us or 651-201-5688. All answers will be posted on Wednesdays at <https://www.health.state.mn.us/diseases/hepatitis/rfp.html>

Please submit questions no later than 5:00 PM Central Standard Time (CST), on 09/07/2022. Questions sent after this time frame may go unanswered.

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

RFP Part 2: Program Details

2.1 Priorities

Health Equity Priorities

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. [The Policy on Rating Criteria for Competitive Grant Review](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

The overarching goal of this grant is to improve care coordination and service delivery to PWID who are at risk of infectious disease(s) and those who inject drugs and are living with an infectious disease(s) but are not engaged in care.

This grant will serve:

- People who inject drugs
- Unhoused individuals, including those living in encampments and homeless shelters
- People engaged in sex work
- Un- and under-insured Minnesotans
- Historically under-served communities that are disproportionately impacted by injection drug use, including the American Indian/Alaska Native community and the Black/African- American Community

Grant Outcomes

Develop a novel Project ECHO program, with the goal of increasing quality and capacity of care for infectious disease associated with injection drug use.

- Assess the needs and areas of interest of ECHO participants.
- Identify needed development and improvement tools and work with MDH on development, review, and dissemination of resources that fill these gaps.

Recruit and Maintain Project ECHO participants.

- Recruit participants from clinical, non-clinical, and community settings to service as ECHO participants.
 - This must include persons with lived experience (e.g., individuals who represent their organization or community and are or have been justice involved, engaged in injection drug use, engaged in sex work, unhoused, or experienced housing instability).
- Host ECHO project centered on the impacts of injection drug use (IDU) on infectious disease acquisition and disease outcomes.
 - Years 1-2: Viral Hepatitis
 - Years 3-4: All impacts of IDU on infectious disease outcomes

- Make all grant-funded resources available to ECHO participants for use in their own practice(s) and community settings.
- Work with ECHO participants to assess currently offered health services, identify gaps in care, and assess baseline levels of services provided in that setting. Applicant will also partner with MDH to work with each setting and identify the service delivery model that will best fit their setting.
- In partnership with MDH, create and distribute surveys to all ECHO participants that assess measures such as participant satisfaction, knowledge gained, and impacts on patient care.

Conduct a one-year testing, outreach, and education project by providing point-of-care hepatitis testing and treatment referral, including follow up with individuals who do not connect to care.

- Administer point-of-care HCV testing and perform other testing-related duties as prescribed under the grant.
- Report non-identifying outcomes of rapid testing to MDH as prescribed under the grant
- Appropriately report all positive infectious disease test results to MDH, in accordance with the Infectious Disease Reporting Rule.
- When possible, track non-identifying measures associated with rapid testing, such as referrals and treatment outcomes.
- Provide education on infectious disease prevention.

Other Competitive Priorities

- Demonstrated ability to implement harm reduction strategies into standards of care
- Demonstrated subject matter expertise in prevention, clinical care, and treatment of hepatitis A, hepatitis B, and hepatitis C
- Demonstrated success with previous applicant-developed ECHO Projects
- Demonstrated experience working in community-based setting such as encampments, homeless shelters, and street outreach OR commitment to partner with organizations that have demonstrated experience working in these settings

2.2 Eligible Projects

Projects must use the Project ECHO model for improving care of infectious diseases, respond to community needs, include participants with lived experience, and demonstrate an ability to improve care in settings specific to PWID, such as syringe service programs and treatment centers. Proposed projects activities should include both clinical and non-clinical approaches to preventing and improving health outcomes for infectious disease.

Ineligible Expenses

Ineligible expenses include but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Reimbursable services
- Medical equipment, outside of supplies used for point of care hepatitis and other infectious disease testing

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. The grantee is expected to read the grant agreement, sign, and comply with all conditions of the grant agreement. Grantee should provide a copy of the grant agreement to all grantee staff working on the grant.

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

A sample grant agreement is attached as Attachment E: Sample Grant Agreement. 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 the terms in the grant agreement have been met.

Reporting measures will include:

- A brief (≤5 question) [process Type of Evaluation](#) following each ECHO meeting
- A participant survey (conducted at least yearly) to measure participant satisfaction, knowledge gained, and future direction of ECHO meetings
- An outcome evaluation at the culmination of the Project ECHO period to assess if/how progress was made on identified workplan objectives

The Project ECHO grant will also require quarterly progress reports. Progress reports will include:

- Narrative detailing results of process evaluation surveys
- Brief updates on progress made toward all workplan tasks
- Number of project ECHO participants, making note of new and departed participants
- Any programmatic changes
- An overview of funds, including funds spent, earmarked, and remaining

Grant Monitoring

Minn. Stat. § 16B.97 and Policy on Grant Monitoring require the following:

- One monitoring visit during the grant period on all state grants over \$50,000
- 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

The monitoring schedule will include:

- MDH will attend at least one Project ECHO meeting per quarter
- A midpoint financial reconciliation of grantee's expenditures

Technical Assistance

MDH will support the applicant in the following ways:

- Aiding in identifying potential ECHO participants and ECHO didactic presenters
- Providing survey development and distribution services for ECHO participant satisfaction surveys

Grant Payments

Per State Policy on Grant Payments, 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.

The invoicing and payment schedule will be quarterly. A sample invoice template can be found below, Attachment C: Invoice Template.

2.4 Grant Provisions

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 and Conflict of Interest Policy for State Grant-Making.

Applicants must complete the Applicant Conflict of Disclosure form (Attachment XX) and submit it as part of the completed application. Failure to complete and submit this form will result in disqualification from the review process.

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice
- a grantees or applicant's objectivity in performing the grant work is or might be otherwise impaired
- a grantee or applicant has an unfair competitive advantage

Individual conflicts of interest occur when:

- an applicant, or any of its employees, uses their position to obtain special advantage, benefit, or access to MDH's time, services, facilities, equipment, supplies, prestige, or influence
- An applicant, or any of its employees, receives or accepts money, or anything else of value, from another state grantee or grant applicant with respect to the specific project covered by this RFP/project.
- An applicant, or any of its employees, has equity or a financial interest in, or partial or whole ownership of, a competing grant applicant organization.
- An applicant, or any of its employees, is an employee of MDH or is a relative of an employee of MDH.

In cases where a conflict of interest is perceived, 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 [Minn. Stat. § 13.599](#), all applications and their contents are private or nonpublic until the applications are opened.

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 except for 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 [Minn. Stat. § 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 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 ([Ch. 13 MN Statutes](#)) 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](#), subd. 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 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](#). 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. Minn. Rules, part [5000.3550](#).

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 committee which includes, but is not limited to, a content specialist, a community specialist, subject matter experts, and a Project ECHO expert. The review committee will be comprised of multiple people, but each participant may fill one or more of the above roles. The review committee will evaluate all eligible and complete applications received by the deadline.

MDH will review all committee 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 proposals 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 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

A standardized scoring system will be used to determine the extent to which the applicant meets the selection criteria.

The scoring factors and weight that applications will be judged are based on the attached reference score sheet (Attachment A).

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.
- The federal “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” (commonly referred to as the federal Uniform Guidance), requires MDH to conduct a pre-award risk assessment.

Notification

MDH anticipates notifying all applicants via email of funding decisions by 10/17/2022.

RFP Part 3: Application and Submission Instructions

LETTER OF INTENT

Applicants are strongly encouraged to submit a non-binding letter of intent (LOI) by 08/26/2022. While prospective applicants are strongly encouraged to submit a letter of intent, it is not a mandatory requirement of this RFP. This means that an application may still be considered even if the applicant did not submit a letter of intent. Likewise, an applicant is not obligated to apply just because they submitted a letter of intent.

All letters of intent can be sent via email to brooklyn.petrich.contractor@state.mn.us. If an alternate form of submission is required, please contact Brooklyn Petrich by email at brooklyn.petrich.contractor@state.mn.us or phone at 651-201-5688.

Letters should be limited to one page and include:

- Organization name
- Brief description of Project ECHO accreditation
- The anticipated Project ECHO coordinators within the agency (include number of coordinators, accreditations, and any past or current experience they have with Project ECHO)
- If applying collaboratively, indicate this in the LOI

3.1 Application Deadline

All applications must be received by MDH no later than 5:00 PM. Central Time, 09/12/2022.

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 mail, delivery, computer, or technology problems.

3.2 Application Submission Instructions

Applications must be submitted via email **in PDF format** to:

Brooklyn Petrich
Public Health Planner
Hepatitis Unit
Brooklyn.petrich.contractor@state.mn.us

3.3 Application Instructions

You must submit the following for the application to be considered complete:

- Application Questions (see section 3.4)
- Letter of support from Hennepin County Public Health
- Work Plan

- Budget (Grantee should develop and use their own budget template)
- Due diligence review form (with required financial documents)
- Applicant conflict of interest disclosure

Applications must include all required application materials, including attachments. Do not 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.**

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.

3.4 Application Questions

General Information

Organization Name:

Federal Employer ID:

UEI Name:

Organization Address:

UEI Number:

Applicant Contact Name:

Applicant Contact Title:

Applicant Contact Phone:

Applicant Contact Email:

Organizational Capacity

(5,000-character limit per question)

1. Provide a brief description of the organization, including its role in and relationship to the communities it serves and how the organization's mission and values align with the proposed work
2. Describe the organization's past or present Project ECHO experience
3. Describe the organizations relationship with local public health, including any past or current partnerships
4. Describe the staff members who have been identified to lead the Project ECHO. Include their names, any relevant professional and personal qualifications, their experience with the identified subjects, and any other information relevant to the project. If there is a plan to hire project staff using grant funds provide a brief description of the skills and experiences an ideal candidate will possess

Project Description and Workplan

(5,000-character limit per question)

5. Describe how participants will be recruited. Include possible types of participants and how their work will contribute to a robust and high-quality Project Echo
6. Develop and describe a plan for participant retention. How will the Project ECHO coordinators ensure participants remain engaged in project ECHO sessions?
7. Describe how participants with lived experience (PWLE) will be included in the Project ECHO.
8. Using the provided workplan template (Attachment B: Workplan Template) develop a workplan for the goals identified in section 2.1: Health Equity Priorities and 2.1: Grant Outcomes. Each component should have its own section of the workplan and must be labeled "component #" and organized in ascending order.

RFP Part 4: Attachments

- Attachment A: Workplan template
- Attachment B: Due diligence form
- Attachment C: Sample grant agreement
- Attachment D: Applicant Conflict of Interest Disclosure Form
- Attachment E: Application submission checklist

Attachment A: Workplan Template

Component 1:

Strategy 1.1:

Outcome 1.1:

Tasks	Process Measure(s)	Responsible Party	Completion Date

Attachment B: Due Diligence Review Form

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)	

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

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	

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:**

Attachment C: Sample Grant Agreement

Minnesota Department of Health Grant Agreement Cover Sheet

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:

Grantee SWIFT Information	Grant Agreement Information	Funding Information
<p>Name of MDH Grantee (as it appears in SWIFT): Enter Grantee’s Name</p>	<p>SWIFT Contract Number: Enter Agreement Number*</p> <p>*This info will not be available until funds are encumbered in SWIFT; this # can be filled in once Finance returns the encumb sheet.</p>	<p>Total Grant Funds (all funding sources): \$0.00</p>
<p>Grantee SWIFT Vendor Number: Enter SWIFT Vendor ID</p> <p>SWIFT Vendor Location Code: Enter SWIFT Location Code</p>	<p>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.</p> <p>Period of Performance End Date: This is the “expiration date” in the grant agreement.</p>	<p>Total State Grant Funds: \$0.00</p> <p>Total Federal Grant Funds: \$0.00</p>

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)

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 <i>Catalog of Federal Domestic Assistance, "CFDA"</i>)	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

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

Term of Agreement

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.

Expiration Date

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

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.

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.

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.

Consideration and Payment

Consideration

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

Compensation.

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

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.

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.

Total Obligation

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

Terms of Payment

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.

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.

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.

Contracting and Bidding Requirements

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.

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://mnuccp.metcc.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>.

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.

Authorized Representatives

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.

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.

Assignment, Amendments, Waiver, and Grant Agreement Complete

Assignment

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

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.

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.

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.

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.

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.

Government Data Practices and Data Disclosure

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.

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.

Ownership of Equipment

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 Ownership of Materials and Intellectual Property Rights

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.

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.

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.

Publicity and Endorsement

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.

Endorsement

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

Termination

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.

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.

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.

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.

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.

Lobbying

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.

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.

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.

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.

Other Provisions

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 of 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.

Audit Requirements

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.

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.

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."

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.

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](#).

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](#).

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

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

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

Drug-Free Workplace

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

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](#).

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.

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.

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).

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

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

Attachment D: Applicant Conflict of Interest Disclosure

The purpose of this form is to provide grant applicants a mechanism to disclose any actual, perceived or potential individual or organizational conflicts of interest that exist, as required by [Minn. Stat. § 16B.98](#), subd 2-3; Minnesota Office of Grants Management (OGM) [Policy 08-01, “Conflict of Interest Policy for State Grant-Making”](#); and federal regulation [2 Code of Federal Regulation \(CFR\) § 200.112, “Conflict of Interest.”](#) It is helpful if the applicant explains the reason for the conflict, but it is not required.

A disclosure will not automatically result in removal of the applicant, or grant application, from the review process.

Instructions

Read the descriptions below, mark the appropriate box(es) that pertain to you and your organization as it relates to this specific Request for Proposal (RFP), obtain applicant signature (applicant to determine appropriate signer).

Conflicts of Interest

Conflicts of interest may be actual, potential, or perceived. An actual conflict of interest occurs when a person uses or attempts to use their official position to secure benefits, privileges, exemptions or advantages for self, relatives, or organization with which the person is associated which are different from those available to the general public ([Minn. Stat. § 43A.38](#), subd. 5). A potential conflict of interest may exist if an applicant has relationships, affiliations, or other interests that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exists. A conflict of interest may exist even if no unethical, improper or illegal act results from it.

The Minnesota Department of Health (MDH) recognizes that applicants must maintain relationships with other public and private sector entities in order to continue as a viable organization. MDH will take this into account as it evaluates the appropriateness of proposed measures to mitigate actual, potential, and perceived conflicts of interest. It is not MDH’s intent to disqualify applicants based merely on the existence of a relationships with another entity, but rather only when such relationships cause a conflict that cannot be mitigated. Nevertheless, MDH and its partners must follow federal regulation and statutory guidance on conflicts of interest.

I. **Organizational Conflict of Interest:**

An **organizational conflict** of interest exists when, because of other activities or relationships with other persons, a person is unable or potentially unable to render

impartial assistance or advice, or a person's objectivity in performing the grant work is or might be otherwise impaired, or a person has an unfair competitive advantage.

An example of organizational conflict of interest includes, but is not limited to:

- Unequal Access to Information. Access to information that is classified as nonpublic data or is otherwise unavailable to the public could provide a vendor a competitive advantage in a later competition for another grant. For example, a nonprofit entity, in the course of conducting grant work for the State, may be given access to information that is not available to the public such as government plans, opinions, interpretations or positions. This nonprofit entity cannot use this information to its advantage in securing a subsequent grant, and measures must be put into place to assure this. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

II. Individual Conflict of Interest:

An **individual conflict** of interest occurs when any of the following conditions is present:

- a. An applicant, or any of its employees, uses their position to obtain special advantage, benefit, or access to MDH's time, services, facilities, equipment, supplies, prestige, or influence.
- b. An applicant, or any of its employees, receives or accepts money, or anything else of value, from another state grantee or grant applicant with respect to the specific project covered by this RFP/project.
- c. An applicant, or any of its employees, has equity or a financial interest in, or partial or whole ownership of, a competing grant applicant organization.
- d. An applicant, or any of its employees, is an employee of MDH or is a relative of an employee of MDH.

Examples of individual conflict of interest include, but are not limited to:

- An individual owns Entity C and also sits on the board of Entity D, and both entities are applying to the same RFP.
- An employee or volunteer of the applicant has previously worked with MDH to create the "ground rules" for this solicitation by performing work such as, but not limited to: writing this RFP, preparing evaluation criteria, or evaluation guides for this RFP.
- An employee or volunteer of the applicant is compensated for serving on the board of a non-profit that may benefit from this work.

Instances in which an individual or applicant worked in a volunteer capacity with MDH should be evaluated on a case-by-case basis. Volunteer status has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties. Volunteer is defined as "[a]n individual who performs hours of

service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, is considered to be a volunteer during such hours” ([29 CFR § 553.101\(a\)](#)).

Certification and signature required on next page.

III. Certification:

Applicant Name:	
RFP Title:	
MDH Grant Program Name: <i>(Ex. Family Planning Grant)</i>	

By signing in the space provided below, Applicant certifies the following:

- A. To the best of Applicant’s knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to individual or organizational conflicts of interest.
- B. Applicant, or employees of applicant, have an actual, potential, or perceived conflict(s) of interest which are listed below.

To the best of your knowledge, write the names of entities/individuals with which you have an actual, potential, or perceived conflict:

<i>Name of entity/individual</i>	<i>Relationship (e.g., Volunteer, Employee, Contractor, Family Relation)</i>	<i>Description of conflict (optional)</i>

**Add additional names on separate sheet as necessary. (Auto expand list)*

- C. If a conflict of interest is discovered at any time after submission of this form, Applicant will immediately provide full disclosure in writing to MDH. If a conflict of interest is determined to exist, MDH may, at its discretion, take action.
- D. Applicant will obtain, and keep record of, conflict of interest disclosure forms from any subgrantees or subcontractors and keep them on file.

Applicant’s Signature

Printed Name	Title
Signature	Date

This form is required from every grant applicant.

Please include this form with your RFP application materials

(This form is considered public data under [Minn. Stat. § 13.599](#))

MDH Program Use Only

This section to be completed by appropriate Grant Program Staff.

- Applicant has no conflict(s) of interest.
- Applicant has disclosed conflict(s) of interest and appropriate MDH Program staff have reviewed the conflict(s) in accordance with [ST510.01](#). MDH Program has determined the conflict(s) can be mitigated in the following way(s):

Describe how conflict(s) will be eliminated. Example: *Applicant's application will not be reviewed by External Partners with which they have a conflict.*

- Applicant has disclosed conflict(s) of interest and appropriate MDH Program staff have reviewed the conflict(s) in accordance with ST510.01. MDH Program has determined the conflict(s) cannot be mitigated. As such Applicant will not move forward in the RFP/grant process. MDH will communicate back to the Applicant and keep documentation of communication in RFP/grant files.

I certify that the conflict(s) has/have been discussed with this Applicant and the actions above have been taken.

MDH Program's Signature

Printed Name	Title
Signature	Date

Attachment E: Applicant Submission Checklist

All documents must be submitted in PDF format

- Letter of intent (optional)
- Application questions
- Workplan
- Budget
- Due diligence review form and accompanying financials
- Applicant Conflict of Interest Disclosure
- Hennepin County Public Health letter of support