



# **IMPLICIT: Interventions to Minimize Preterm and Low birth weight Infants using Continuous quality Improvement Techniques**

GRANT REQUEST FOR PROPOSAL (RFP)

Grant Period: August 1, 2020 to June 30, 2025

Notice of intent deadline: April 5, 2020

Application deadline: April 22, 2020

Child & Family Health Division  
Minnesota Department of Health  
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03/6/2020

To obtain this information in a different format, call 651-201-3650.

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## RFP Part 1: Overview

### 1.1 General Information

- **Announcement Title:** IMPLICIT: Interventions to Minimize Preterm and Low birth weight Infants using Continuous quality Improvement Techniques Grant
- **Minnesota Department of Health (MDH) Program Website:** [Children and Youth with Special Health Needs Section \(https://www.health.state.mn.us/cyshn\)](https://www.health.state.mn.us/cyshn)
- **Notice of Intent Deadline:** April 5, 2020 (*preferred but not required*)
- **Application Deadline:** April 22, 2020

### 1.2 Program Description

The Minnesota Department of Health’s (MDH) Children and Youth with Special Health Needs (CYSHN) Section seeks proposals from qualified applicants to provide oversight of implementation of the Interventions to Minimize Preterm and Low birth weight Infants using Continuous quality Improvement Techniques ([IMPLICIT](#)) model into practice. The goal of this grant is to improve women’s health care in order to prevent birth defects. Through demonstrated clinical systems changes, the IMPLICIT model addresses smoking, maternal depression, multivitamin/folic acid use, and family planning, all modifiable risk factors related to many common birth defects in Minnesota.

The grantee will secure at least five family medicine or pediatric clinics for implementation of IMPLICIT over the five-year grant period and will act as the intermediary with those sites. Grantee will also work with the national IMPLICIT Network technical assistance provider to coordinate IMPLICIT training for clinic sites, attend regular technical assistance calls, and support the facilitation of technical assistance for the clinics to implement the IMPLICIT interconception toolkit. See Appendix C for more information about the national IMPLICIT Network. A total of \$75,000 annually is available to fund one grant for the entire five-year grant period. We anticipate approximately \$25,000 of these funds will be required to secure the clinics’ participation and to provide the national training. Clinics will be expected to sustain the changes within their system after the funding period. This will be the first time any Minnesota clinics will implement the innovative IMPLICIT model into practice.

### 1.3 Funding and Project Dates

#### Funding

Funding for the IMPLICIT Grant comes from State of Minnesota birth defects prevention funding. Funding will be allocated through a competitive process. The awarded applicant may only incur eligible expenditures after the grant agreement is fully executed and the grant has reached its effective date, whichever is later.

Funding	Estimate
Estimated Amount to Grant	\$75,000 annually
Estimated Number of Awards	1
Estimated Award Maximum	\$75,000
Estimated Award Minimum	\$70,000

## Match Requirement

There are no match requirements.

## Project Dates

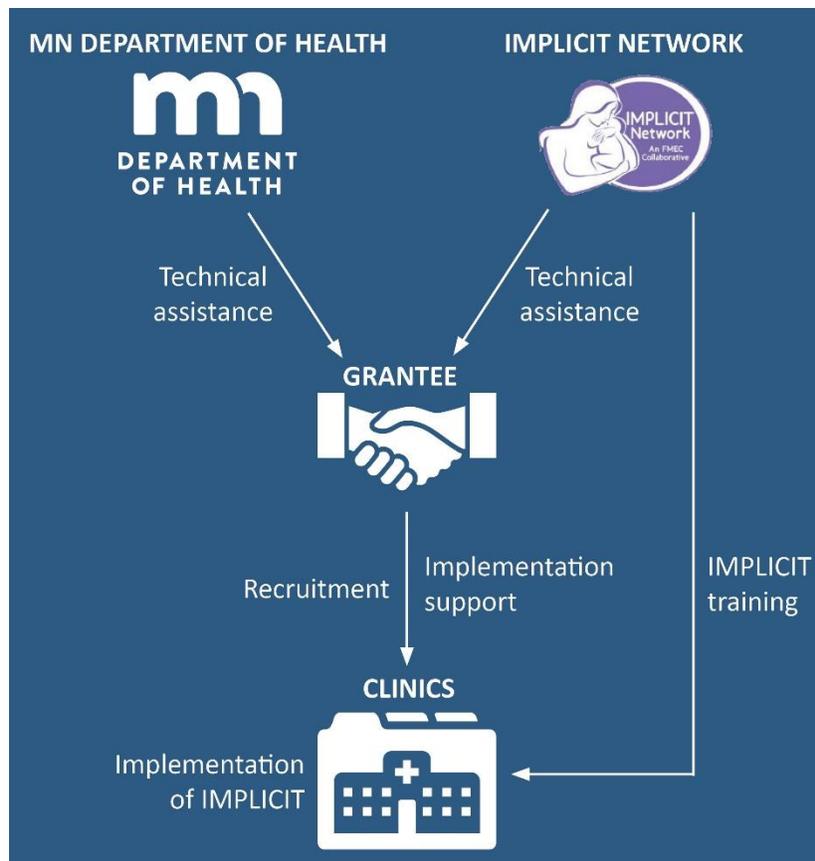
The estimated start and end dates for this grant program are **August 1, 2020** and **June 30, 2025**.

## 1.4 Eligible Applicants

Individuals, not-for-profit organizations, for-profit organizations, and health centers with clinical quality improvement experience. Individual clinics do not qualify for this grant; however, they may be recruited by the awarded applicant as implementation sites.

## Collaboration

Multi-organization collaboration with the national IMPLICIT Network, clinic sites, and MDH is required for this grant.



*Key Roles of Grantee and Required Partners*

## 1.5 Questions and Answers

All questions regarding this RFP must be submitted by email to [health.birthdefects@state.mn.us](mailto:health.birthdefects@state.mn.us). All answers will be posted within five business days at the [IMPLICIT Grant website](#)

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<https://www.health.state.mn.us/people/childreyouth/cyshn/implicitrfp.html>). Please submit questions no later than 4:30 p.m. Central Time, on April 15, 2020.

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 Background

In Minnesota, over 2,000 babies are born with birth conditions (known by some as “birth defects”) each year. The MDH tracks over 60 of these conditions. For the conditions MDH tracks, the top ten conditions are:

- Hypospadias (in males only)
- Ventricular septal defect
- Atrial septal defect
- Down syndrome
- Pulmonary valve atresia and stenosis
- Cleft palate alone
- Cleft lip with cleft palate
- Atrioventricular septal defect
- Coarctation of the aorta
- Renal agenesis or hypoplasia

While genetics play a major role in the risk for these birth conditions, many leading risk factors are modifiable. The health of the mother before and during pregnancy strongly affects the development of the fetus. For example, chronic stress has been linked to cleft lip and cleft palate. Using substances like tobacco, alcohol, and other drugs also dramatically increases the risk of several birth conditions. Folic acid supplementation prior to pregnancy has been associated with reducing the occurrence of neural tube defects by 50-70%. For more detailed information about the top birth conditions in Minnesota and modifiable risk factors for these conditions, refer to [Data related to Birth Defects](#).

The [IMPLICIT Interconception Care Model](#) is an innovative model for embedding interconception care into a well child visit. The IMPLICIT model has been shown to reduce the risk of preterm and low birth weight infants as well as provides screening for major preventable risk factors for a variety of birth defects. Addressing a mother’s health in the context of her child’s health is viewed as an ideal and appropriate way to provide interconception care. The model incorporates maternal health assessments and referral processes into the well-child visit to identify and improve maternal health outcomes. Adapting an interconception care program into standard practice allows current and future clinicians to modernize how maternal health is delivered, focusing on delivering a preventative model of care for mother and baby. MDH staff have developed relationships with national and local leaders of the IMPLICIT model to lead implementation of this work in Minnesota.

### 2.2 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.

## Goals and Outcomes of the Grant

The goals of this grant are to improve health care for women through interconception care interventions provided during their children's well child visits. Through the support of the grantee, clinics will use innovation addressing and implementing screening tools and referral tracks into current practice, and build staff capacity to advance prevention in every day practice. This evidence-based program will address modifiable risk factors for common birth defects in Minnesota such as smoking, maternal stress, maternal depression, multivitamin/folic acid use, and family planning and provide mother and their providers opportunities to engage in conversations to promote healthy outcomes for future pregnancies.

The grantee will provide technical assistance and support for implementation of the IMPLICIT model in multiple clinics serving a diverse population across Minnesota over the span of five years. As IMPLICIT is a new quality improvement initiative to the state of Minnesota, the grantor recognizes the grantee will need dedicated time in their work plan to connect with potential clinic sites, assess how IMPLICIT will be incorporated into each site, and work with staff locally and nationally to apply this program to fit the needs of our Minnesotan communities.

Grant outcomes will include:

- Implementation of the IMPLICIT model into standard clinical practice in at least five clinics over the five-year period.
- Effective support in tailoring of the IMPLICIT model to meet the needs of the clinic sites and the population they serve, including ensuring culturally appropriate care for diverse populations.
- Measurable and reportable quality improvement metrics determined with each site.
- Provision of timely and effective technical assistance for the clinic sites.
- Implementation and maintenance of the IMPLICIT evaluation.
- Development of a sustainability plan for clinic sites.

## Other Competitive Priorities

Experience embedding models of change into clinical practice.

## 2.3 Eligible Projects

### Key Tasks and Deliverables

The applicant awarded the IMPLICIT Grant must adhere to the following program components:

- Work closely in partnership with the MDH Child and Family Health division staff, IMPLICIT Network staff, and clinic staff.
- Become a member of national IMPLICIT Network.
- Develop promotional and marketing materials for the project.
- With support from MDH staff, recruit at least five Minnesota clinics to implement an IMPLICIT quality improvement project.
- Non-health centers only: Subcontract with clinic sites through competitive process (see Section 2.5: Contracting and Bidding Requirements for details).
- Support clinic sites in implementation of IMPLICIT. Estimated time for implementation ranges from 12-24 months, depending on the needs of the site.

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- Facilitate technical assistance calls with clinic staff and/or champions.
- Assist clinics with use of IMPLICIT tools to assess current clinic practice and evaluate impact of IMPLICIT project on screening and referral during well child visits.
- Work with clinics to input findings into REDCap. Report findings and evaluation metrics to MDH annually.
- Collaborate with national IMPLICIT Network to convene annual in-person trainings.
- Ensure that clinics are utilizing an appropriate evaluation system for each project.

**Table 2: Project Deliverables**

<b>Deliverable</b>	<b>Due Date(s)</b>	<b>Requirements</b>
Approved work plan	September 15, 2020 and on an annual basis thereafter	On an annual basis, awarded applicant shall submit a completed and approved work plan. Addresses all grant project components and deliverables.
Non-health centers only: Subcontract with clinics	February 15, 2025	If awarded applicant is not a health center, they shall issue subcontracts with at least five clinics to implement IMPLICIT model.
Training and technical assistance plan	January 30, 2021 and on an annual basis thereafter	Awarded applicant shall create and implement an annual training and technical assistance plan for clinic partners as well as arrange and pay the expenses for national IMPLICIT trainers.
Invoices	Monthly, on the 20 <sup>th</sup> of the following month	Awarded applicant shall submit itemized invoices summarizing expenses.
Financial reconciliation	Prior to end of grant program	Awarded applicant shall submit documentation necessary to complete financial reconciliation of one invoice (including, but not limited to proof of payment on all expenses such as invoices, receipts, bank statements, payroll reports, and purchase orders).
Quarterly reports	Quarterly, on the 20 <sup>th</sup> of the following month	Awarded applicant shall complete and submit reports that detail progress on the project work plan. As a part of the quarterly report, awarded applicant should submit any copies of learning materials utilized.
IMPLICIT clinic data reports	January 30, 2021, and on an annual basis thereafter	Awarded applicant shall compile REDCap data from clinic sites into annual report.
Approved budget justification and budget summary	April 1, 2021 and on an annual basis thereafter	Awarded applicant shall submit an annual budget justification and budget summary for approval.

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Deliverable	Due Date(s)	Requirements
Final Report	Upon completion of the project, no later than July 31, 2025.	Awarded applicant shall complete and submit a final project report summarizing overall evaluation results and outcomes, participation, achievements, challenges, lessons learned, and long-term impacts of the project. The format and requirements of the final report shall be determined MDH.

## 2.4 Grant Management Responsibilities

### Grant Agreement

The 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 before signing and to comply with all conditions of the grant agreement once fully signed.

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

See Appendix K for a 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 of the terms in the grant agreement have been met.

For this grant program, grantees will submit progress reports on a quarterly basis and a final report upon completion of the project, no later than July 31, 2025. MDH will provide feedback within 10 business days of receiving progress reports.

### 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

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The monitoring schedule will be two monitoring visits during the grant period and one financial reconciliation of grantee's expenditures during the grant period. MDH reserves the right to conduct additional monitoring as needed.

### Technical Assistance

MDH staff will provide technical assistance and support to the grantee. In the first year, MDH will connect the grantee to IMPLICIT Network staff and assist in coordination of meetings with IMPLICIT Network staff. MDH will also coordinate logistics for the annual IMPLICIT Network training for clinic sites. MDH may also provide technical assistance with:

- REDCap database entry.
- Use of IMPLICIT clinic practice assessment and evaluation tools.
- Development of culturally-appropriate, trauma-informed educational materials for clinic sites.
- Facilitation of conversations with health partners throughout the state.
- Meeting coordination.
- Document and tool development.
- Communication tools with outside partners.
- Other support needs identified by grantee and approved by MDH.

### 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. Once an invoice is approved, MDH has 30 calendar days to pay the grantee per State Statute.

The invoicing and payment schedule will be monthly. Invoices will be due on the 20<sup>th</sup> of the following month.

## 2.5 Grant Provisions

### Contracting and Bidding Requirements

**Non-municipalities** Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to the 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 Minnesota Statutes 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 (3) 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 (2) verbal quotes or bids or awarded to a targeted vendor.
- iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

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- [Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](http://www.mmd.admin.state.mn.us/process/search)
  - [Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program](https://mnuvp.metc.state.mn.us/)
  - [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. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- vi. The 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 (i) - (iv) above, State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant or
  - There is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- viii. Projects that include construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under Minnesota Statutes 177.41 through 177.44.
- ix. Grantee must not contract with vendors who are suspended or debarred in MN:  
[Suspended/Debarred Vendor Report](http://www.mmd.admin.state.mn.us/debarredreport.asp)

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

Organizational conflicts of interest occur when:

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

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

## Public Data and Trade Secret Materials

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

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

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

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

- Clearly mark all trade secret materials in its application at the time it is submitted,
- Include a statement attached to its application justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MDH and the State of Minnesota, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense.
- This indemnification survives MDH's award of a grant agreement. In submitting an application in response to this RFP, the applicant agrees that this indemnification survives as long as the trade secret materials are in possession of MDH. The State will not consider the prices submitted by the responder to be proprietary or trade secret materials.

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

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

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

## Audits

Per [Minn. Stat. §16B.98](#) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the 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. Minnesota Rules, part [5000.3500](#).

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

## 2.6 Review and Selection Process

### Review Process

Funding will be allocated through a competitive process with review by a committee. A review team consisting of a minimum of three reviewers will review all applicant proposals. This review team will consist of at least two MDH employees and a minimum of one external partner with quality improvement experience. 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

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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**

The review committee will review each applicant on a 70-point scale. A standardized scoring system will be used to determine the extent to which the applicant meets the selection criteria. The proposal will be scored on five areas: organizational capacity, organizational skills and knowledge, project administration, work plan, and budget. For the application score sheet, see Appendix A.

Selection for the award will be determined by reviewer's scores, comments and a final interview of the top candidate(s).

### **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 with the State before awarding a grant.
- MDH is required to conduct a financial review prior to making a grant award of \$25,000 or more to a nonprofit organization, in order to comply with [Policy on the Financial Review of Nongovernmental Organizations. This is accomplished through the Due Diligence Form \(Appendix J\).](#)

### **Notification**

MDH anticipates notifying all applicants via email of funding decisions by **May 28, 2020**.

## RFP Part 3: Application and Submission Instructions

### NOTICE OF INTENT

Applicants are strongly encouraged to submit a non-binding Notice of Intent by April 5, 2020. While prospective applicants are strongly encouraged to submit a Notice 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 Notice of Intent; likewise, an applicant is not obligated to submit an application just because they submitted a Notice of Intent.

Notices of Intent may be submitted by email to [health.birthdefects@state.mn.us](mailto:health.birthdefects@state.mn.us). Please include “Notice of Intent to Apply for IMPLICIT Grant” in the subject line. In the Notice of Intent, include the following information:

- Name of main contact for application
- Individual, organization, or health center applying
- Address
- Phone number
- Email address

### 3.1 Application Deadline

**All applications must be received by MDH no later than 4:30 p.m. Central Time, on April 22, 2020.**

**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 Instructions

Applications must be submitted by email as PDF files to [health.birthdefects@state.mn.us](mailto:health.birthdefects@state.mn.us). You must submit all materials listed on the Application Checklist (Appendix A) for the application to be considered complete.

Incomplete applications will be rejected and not evaluated.

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.**

## Appendix

### Appendix A: Application Checklist

- Current Grantees: go to [SWIFT](#) ([https://supplier.swift.state.mn.us/psp/fmssupap/SUPPLIER/ERP/h/?tab=SUP\\_GUEST](https://supplier.swift.state.mn.us/psp/fmssupap/SUPPLIER/ERP/h/?tab=SUP_GUEST)) and login and confirm that your organization's name, address, phone numbers, and other contact information is correct.
- Each applicant must complete [this short survey](#).
- Grant Application Checklist
- Copy of letter granting 501c3 status (not-for-profit applicants only)
  - If applicant has tax exempt status from the Minnesota Department of Revenue, include a copy of exemption letter
- Project Narrative
- Work Plan
- Budget Justification
- Budget Summary
- MDH Due Diligence (not-for-profit applicants only)
- MDH Indirect Cost Questionnaire

## Appendix B: Application Score Sheet

**Overview:** The following review score sheet is designed to assist you with scoring the applicant's proposal. Please use one of these forms for each grant you are scoring. Use the questions in each area as a guide for scoring. Please write comments in the space provided, it may help you remember key points when the proposals are being discussed at the review team meeting. Be sure to total the points in each section (in the spaces provided). All written information from the review score sheets and discussions are public information.

<b>Reviewer Number:</b>	
<b>Applicant Organization:</b>	
<b>Key Points:</b>	
<b>Strengths:</b>	
<b>Weaknesses:</b>	

Score	Description of Rating
Excellent <i>or 5</i>	Outstanding level of quality; significantly exceeds all aspects of the minimum requirements; high probability of success; no significant weaknesses
Very Good <i>or 4</i>	Substantial response; meets in all aspects and in some cases exceeds, the minimum requirements; good probability of success; no significant weaknesses.
Good <i>or 3</i>	Generally meets minimum requirements; probability of success; significant weaknesses, but correctable.
Marginal <i>or 2</i>	Lack of essential information; low probability for success; significant weaknesses, but correctable.
Unsatisfactory <i>or 1</i>	Fails to meet minimum requirements; little likelihood of success; needs major revision to make it acceptable.

### **TOTAL SCORES**

Enter in total points awarded for each narrative and budget section in the table below:

<b>Total Possible Points</b>	<b>Section</b>	<b>Pointed Awarded</b>
<b>10</b>	<b>Organizational Overview and Capacity</b>	

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Total Possible Points	Section	Pointed Awarded
20	<b>Organizational Skills and Knowledge</b>	
20	<b>Project Administration</b>	
10	<b>Work Plan</b>	
10	<b>Budget Summary and Justification</b>	
70	<b>NARRATIVE AND BUDGET TOTAL</b>	0/70 points

**ORGANIZATIONAL OVERVIEW AND CAPACITY**

Scored Question	Points Possible	Points Awarded	Comments
Summary of applicant’s history, mission, and goals. Description of programs and services currently offered by applicant.	5		
Explanation of why applicant is interested in facilitating the implementation of the IMPLICIT interconception care toolkit with clinics in Minnesota.	5		
<b>SUBTOTAL ORGANIZATIONAL OVERVIEW AND CAPACITY</b>	<b>10</b>		

**ORGANIZATIONAL SKILLS AND KNOWLEDGE**

Scored Question	Points Possible	Points Awarded	Comments
Description of project management and organizational skills, including relevant education, training, and certifications.	5		
Description of experience with facilitating learning opportunities, clinic systems change, and working with diverse populations.	5		
Description of experience with quality improvement.	5		

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Scored Question	Points Possible	Points Awarded	Comments
Description of current funding structure and infrastructure to manage contracts and grant funds.	5		
<b>SUBTOTAL ORGANIZATIONAL SKILLS AND KNOWLEDGE</b>	<b>20</b>		

**PROJECT ADMINISTRATION**

Scored Question	Points Possible	Points Awarded	Comments
Description of recruitment plan for clinic sites.	5		
Plan for facilitation of required trainings, coordination of monthly meetings, and support for implementation of IMPLICIT at each clinic site.	5		
Description of anticipated barriers or challenges and plan to work through those challenges.	5		
Plan for subcontracting with clinics and/or the national IMPLICIT Network with clear roles and responsibilities outlined.	5		
<b>SUBTOTAL PROJECT ADMINISTRATION</b>	<b>20</b>		

**WORK PLAN**

Scored Question	Points Possible	Points Awarded	Comments
Objectives/goals specific and appropriate for project. Activities/strategies appropriate for the objectives.	5		

IMPLICIT GRANT

Scored Question	Points Possible	Points Awarded	Comments
Timeline with the major milestones and roles for meeting the project requirements.	5		
<b>SUBTOTAL WORK PLAN</b>	<b>10</b>		

**BUDGET**

Scored Question	Points Possible	Points Awarded	Comments
Budget forms complete, accurate, and consistent with work plan.	5		
Reasonable, cost-effective and sufficient costs to accomplish the proposed activities.	5		
<b>SUBTOTAL BUDGET</b>	<b>10</b>		

# Appendix C: National IMPLICIT Network Background

Source: Stamper, J. (2019). IMPLICIT Network. Retrieved February 1, 2020 from <https://www.fmec.net/implicit>.

## Mission

The **IMPLICIT** (Interventions to Minimize Preterm and Low birth weight Infants using Continuous Improvement Techniques) **Network**- An FMEC Collaborative is a family medicine maternal child health learning collaborative focused on improving care for women, infants, and families through faculty, resident, and student development and quality improvement. The Network develops, implements, evaluates, and optimizes innovative models of care focused on improving birth outcomes and the health of women, infants, and families. Initiatives include:

1. Development of the IMPLICIT Pregnancy model of improving prenatal care by providing education and promoting screening and intervention for evidenced-based risk factors.
2. Development of the IMPLICIT Interconception Care (ICC) model of screening women for smoking, depression, family planning, and multivitamin with folic acid intake during baby's well child visits at 0-24 months.

## Origins and Future Plans

The Family Medicine Education Consortium (FMEC) is a not-for-profit organization designed to foster interest in family medicine among medical students in the Northeastern United States and to support the overall growth of the discipline of family medicine.

At the 2003 Northeast Regional FMEC Meeting in Pittsburgh, the idea of creating a network of family medicine residencies using continuous quality improvement (CQI) methods to collectively work to reduce the incidence of premature and low birth weight babies was launched. The following year, with seed funding provided by the National March of Dimes, the Network was formally created.

The Network has conducted ongoing evidence-based literature reviews and adjusted IMPLICIT Pregnancy and IMPLICIT ICC protocols based upon the best current evidence. Using results from these initiatives, the Network has collaborated to publish a variety of papers, as well as present models and outcomes at national meetings. The Network has grown beyond its initial geographical region of the Northeastern United States and its membership is no longer limited to family medicine residencies. The Network now includes practices in the South and engages a variety of primary care providers, including pediatricians.

## Appendix D: Project Narrative

### Organizational Overview and Capacity

1. Summarize applicant's history, mission, and goals and how they align with the goals of the IMPLICIT Grant.
2. Describe programs and services currently offered by the applicant and the capacity to implement and measure quality improvement change in health systems.
3. Explain why the applicant organization is interested in facilitating implementation of the IMPLICIT interconception care toolkit.

### Organizational Skills and Knowledge

1. Describe the expertise, education/training (including certifications), and experience of key staff who will be working on the IMPLICIT project. Include information about skills and experience in project management, organization, facilitation, clinic systems change, working with diverse populations, and quality improvement.
2. Describe the applicant organization's current funding and infrastructure in place to manage contracts or grant funds.

### Project Administration

1. Describe anticipated recruitment strategies with health clinics to pilot IMPLICIT, including securing a clinic champion to lead quality improvement changes.
2. Full implementation of the IMPLICIT model takes an estimated 12-24 months, depending on the specific needs of each site. Outline the plan for facilitation of required trainings, coordination of monthly meetings, and support for implementation of IMPLICIT at each clinic site. Include how applicant will work with clinic staff on changes in practice (health records, time spent with patients), delivery of screening tools, and continuous quality improvement measurement.
3. Explain any potential barriers or challenges in implementing the IMPLICIT grant and how the applicant organization will work through those challenges.
4. Describe the plan to subcontract with clinics and/or the IMPLICIT Network technical assistance provider, including the roles and responsibilities for each party.

## Appendix E: Work Plan Template

The proposed project must include objectives, strategies, and activities to implement the IMPLICIT model. Delete the placeholders in each cell of the table and fill in the relevant information.

### Strategy 1.A:

Activity	Staff and partners	Start date	End date	Activity output
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]

### Strategy 1.B:

Activity	Staff and community partners	Start date	End date	Activity output
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]
[Insert activity]	[Insert staff/partners involved]	[Insert start date]	[Insert end date]	[Insert activity output]

## Appendix F: Budget Justification

### Introduction

You will need to account for all your grant program costs under six different line items. The following paragraphs provide detailed information on what costs can go into those six lines. You will be required to show detailed calculations to support your costs. Failure to include the required detail could result in a delayed grant agreement if your application is selected for funding.

All costs under this grant must be prorated to reflect fair share of the expense to this program. For example, if a computer is purchased for one staff person who works .5 FTE on this grant and .5 FTE on another program, the cost for that computer should be split 50 – 50 by this grant and the other program.

If the grant agreement(s) are not fully executed in a timely manner, the award funded may be pro-rated to reflect the actual time frame the grant is in effect.

It is strongly suggested that applicants incorporate into their budgets the costs of appropriate financial staff to provide financial oversight to the grant. This could be through contracting with an individual or organization or a direct hire.

You are required to complete a Budget Justification form for the first budget period (**August 1, 2020 to June 30, 2021**).

### Salary and Fringe:

Grant funds can be used for salary and fringe benefits for staff members **directly** involved in applicant's proposed activities. For each proposed funded position, please list:

- Title
- Full time equivalent (FTE) on this grant (see example below)
- Expected rate of pay
- Total amount applicant expects to pay the position for the year.

Any salaries from the administrative support, accounting, human resources, or IT support, **MUST** be supported by some type of time tracking in order to be included in the Salary and Fringe line. Salary and fringe expenses not supported by time reporting documentation may be included in the indirect line if these unsupported salaries and fringe were included on the Indirect Cost Questionnaire form and approved by MDH. Any salary and fringe expenses not supported, not included on the Indirect Cost Questionnaire, and not approved by MDH are unallowable and may not be charged to this grant.

**Full time equivalent (FTE):** The percentage of time a person will work on this grant project. Each position that will work on this grant should show the following information:

**EXAMPLE:**

Public Health Nurse: \$30.40/hourly rate

x 2,080/annual hours (or whatever your agency annual standard is)

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\$63,232 annual salary

Multiply annual salary by your agency's fringe rate:

\$63,232 annual salary

x 23% fringe rate (use your agency fringe rate, 23% is just an example)

\$14,543 fringe amount

Provide the breakdown of what your fringe rate includes:

6.20% FICA

1.45% Medicare

3.00% Retirement

12.35% Insurance

23.00% Total Fringe Rate

Now add the annual salary and the fringe amount together:

\$63,232 annual salary

+ \$14,543 fringe

\$77,775/annual salary and fringe total

Multiply the annual salary and fringe total by the FTE being charged to this grant:

\$77,775 annual salary and fringe total

x .50 FTE assigned to grant

\$38,888 total to be charged to grant for this position

### Contractual Services

Applicants must identify any subcontracts that will occur as part of carrying out the duties of this grant program as part of the Contractual Services budget line item in the proposed budget. The use of contractual services is subject to State review and may change based on final work plan and budget negotiations with selected grantees. Applicants will be responsible for monitoring any subcontractors to ensure they are following all State, Federal, and programmatic regulations including proper accounting methods.

Applicant responses must include:

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

## Travel

List the expected travel costs for staff working on the grant, including mileage, parking, hotel, and meals. List any minimum travel requirements of the grant such as attending a statewide trainings/conference, etc. If none, delete these instructions. If project staff will travel during the course of their jobs or for attendance at educational events, itemize the costs, frequency, and the nature of the travel. Grant funds cannot be used for out-of-state travel without prior written approval from MDH. Minnesota will be considered the home state for determining whether travel is out of state.

### Non-tribal applicants:

Budget for travel costs (mileage, lodging, and meals) using the rates listed in [the State of Minnesota's Commissioner's Plan \(https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf\)](https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf).

Hotel and motel expenses should be reasonable and consistent with the facilities available. Grantees are expected to exercise good judgement when incurring lodging expenses.

Mileage will be reimbursed at the current IRS rate at the time of travel.

## Supplies and Expenses

Briefly explain the expected costs for items and services the applicant will purchase to run the program. These might include: additional telephone equipment; postage; printing; photocopying; office supplies; training materials; and equipment. Include the costs expected to be incurred to ensure that community representatives, partners, or clients who are included in the applicant's process or program can participate fully. Examples of these costs are fees paid to translators or interpreters. Grant funds may not be used to purchase any individual piece of equipment that costs more than \$5,000, or for major capital improvements to property.

## Other

Include in this section any expenses the applicant expects to have for other items that do not fit in any other category. Some examples include but are not limited to: staff training and incentives. Grant funds cannot be used for capital purchases, permanent improvements; cash assistance paid directly to individuals; or any cost not directly related to the grant. Expenses in the "Other" line should represent the appropriate fair share to the grant.

## Indirect Costs

Indirect costs are 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 agency and may include administrative, executive and/or supervisory salaries and fringe, rent, facilities maintenance, insurance premiums, etc.

The following are examples that could be included in indirect costs:

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- Your department pays a general percentage to the city/county attorney's office or the sheriff's department and these costs cannot be specifically attributed to an individual grant.
- Your CHB or department pays a fee or percentage to the county/city human resources department and these costs are not tied to a specific grant.
- The CHBs accounting system does not allow community health services (CHS) administrator's time to be directly attributed to specific grant activities.

In contrast, administrative costs are expenses not directly related to delivering grant objectives, but necessary to support a particular grant program. These are items that while general expenses, can be attributed and appropriately tracked to specific awards. These items should be included in the grantee budget as direct expenses in the appropriate lines of Salaries and Fringe, Supplies, Contractual Services, or Other. They **should not** be included in the Indirect line.

The following are examples of administrative costs that should be included in direct lines of the budget and/or invoice:

- The CHS administrator's time that can be tracked through time studies to a specific grant (include in the Salary/Fringe line).
- A portion of secretarial/administrative support, accounting, human resources or IT support staff expenses that can be tracked through time studies to a specific grant (include in the Salary/Fringe line).
- Printing and supplies that your accounting system is able to track (for example through copy codes) to a specific grant (include in the Supply line).

Any salary costs included in the Salary and Fringe line of the budget and/or invoice must be if supported by proper time documentation. The total allowed for indirect costs can be charges up to your federally approved indirect rate, or up to a maximum of 10%.

If the applicant will be using a Federally Negotiated Indirect Cost Rate, you will need to submit with your application your most current federally approved indirect rate.

Please go to the next page to start completing the Budget Justification Form.

## Budget Justification Form

**Complete this form for Budget Period 1 (August 1, 2020 to June 30, 2021).**

Applicant Agency:

Contact Person for Budgets:

Phone number:

Email address:

Budget Period:            to

### 1. Salary and Fringe

For each proposed funded position, list the title, the full time equivalent based on 2,080 hour/year, the expected rate of pay, fringe rate (%), total annual salary and fringe, and the percent of each position being charged to the grant. Failure to provide the requested detail for each position may result in a delayed grant agreement. Please refer back to **page 24-25** for an example of how to show the salary/fringe expenses. Be sure to include a breakdown of your fringe benefit costs in the specified area below.

*Justification:*

Fringe Benefits Breakdown:

**Total Salary and Fringe Requested \$**

### 2. Travel

Explain the expected instate travel costs, including mileage, parking, lodging, and meals. If program staff will travel, itemize the costs, frequency and nature of the travel. Be sure to use the current IRS mileage rate and the appropriate meal amounts referenced on **pages 26**.

*Justification:*

**3. Total Travel Requested \$**

### 3. Supplies and Expenses

Explain the expected costs for items and services that will be purchased to run the grant program. Include telephone expenses that are part of this proposal; cell phones and new telephone equipment to be purchased, if applicable. Estimate postage if part of the project. List printing and copying costs necessary for the project (other than occasional copying on an office copy machine). List office and program supplies and expendable equipment such as training materials, curriculum and software. Generally supplies include items that are consumed during

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the course of the project, equipment under \$5,000 and items such as rent for program space, participant transportation, participant training and other direct costs as needed.

*Justification:*

**Total Supplies and Expenses Requested \$**

**4. Contractual**

List the services that are expected to be contracted out, the contractor's name, whether the contractor is a non-profit or for-profit entity, the length of time the services will be provided and the total amount expected to be paid. Supplies and travel of the contractor should be included here, if applicable. Itemize equipment rented or leased for the project.

*Justification:*

**Total Contractual Requested \$**

**5. Other**

Briefly describe any expenses that do not fit in any other category. Examples include applicant staff training, incentives, gift cards, and emergency need cards.

*Justification:*

**Total Other Requested \$**

**6. Subtotal**

Add up the totals for lines 1 through 5.

**Subtotal \$**

**7. Indirect**

If applicable, enter the indirect cost rate being requested. The maximum that can be used is 10% unless using a federally approved indirect rate.      %

Multiply the indirect percentage by the Subtotal and enter the dollar amount here. Be sure to use whole dollar amounts, no decimals. \$

**8. Total**

This is the sum of line 6 (subtotal) and line 7 (indirect). Be sure to double check your calculations as errors could result in a delay in executing a grant agreement. Use whole dollar amounts, no decimals.

**Total \$**

## Appendix G: Budget Summary

### Complete this form for Budget Period 1

#### *Applicant information*

Applicant Agency:

Contact Person for Budgets:

Phone number:

Email address:

Budget Period: **August 1, 2020 to June 30, 2021**

This form is used to capture the summarized information from the Budget Justification Form(s). Please enter zero (0) in the Total Proposed Amount column if no grant funds will be expended in a line item.

Be sure to double check your calculations as errors could result in a delay in executing a grant agreement. Use whole dollar amounts, no decimals.

#### **Line Item Amount**

1. Salary and Fringe \$
2. Travel \$
3. Supplies and Expenses \$
4. Contractual \$
5. Other \$
6. Subtotal \$
7. Indirect \$
8. Total \$

## Appendix H: Ineligible Expenses

Grant funds cannot be used for certain expenses. MDH does have the right to deny reimbursement for expenses if grantees do not obtain prior approval. The MDH grant manager will review invoices and reserves the right to question and/or take action for inappropriate uses of funds. Ineligible expenses include, but are not limited to:

- Alcohol or any illegal substance
- Any cost not directly related to the grant and the approved work plan and budget
- Bad debts
- Capital improvements
- Cash assistance paid directly to individuals to meet their personal or family needs
- Contingencies
- Contributions or donations
- Costs incurred prior to or after the grant award
- Direct patient medical services or care
- Equipment with an acquisition cost of \$5,000 or more per unit
- Fines and penalties
- Gifts for staff
- Goods or services for personal use
- Grant writing
- Interest
- Lobbying at the federal or state level
- Losses on agreements or contracts
- Memberships to clubs, camps, fitness centers, and similar groups
- Mischarging of costs
- Personal electronic devices, such as Smart phones, iPhones, iPads, etc.
- Political campaigns on behalf of, or in opposition to, any candidate for public office
- Raffles
- Research
- Scholarships, such as camp fees and scholarships for individuals to participate in events
- Staff meals, except during approved travel
- Supplanting of funds from other sources
- Transportation for staff, without prior approval
- Treatment of a disease or disability

## Appendix I: Due Diligence 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
Name of MDH Grant Program applying for:	
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: Organizational 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)	
<b>SECTION 1 POINT TOTAL</b>	

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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"> <li>• Accounting</li> <li>• Purchasing</li> <li>• Payroll</li> </ul> <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>	
<b>SECTION 2 POINT TOTAL</b>	

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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>	
<b>SECTION 3 POINT TOTAL</b>	

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Minnesota 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: To be completed by nonprofit organizations with potential to receive award over \$25,000 ONLY (excluding formula grants)	Points
13. Does your nonprofit have tax-exempt status from the IRS? <input type="checkbox"/> No - If no, go to question 14 <input type="checkbox"/> Yes – If yes, answer question 13A	Unscored
13A. What is your nonprofit’s IRS designation? <input type="checkbox"/> 501(c)3 <input type="checkbox"/> Other, please list:	Unscored
14. What was your nonprofit’s total revenue (income, including grant funds) in the most recent twelve-month accounting period? Enter total revenue here:	Unscored
15. What financial documentation will you be attaching to this form? <input type="checkbox"/> If your answer to question 14 is less than \$50,000, then attach your most recent Board-approved financial statement <input type="checkbox"/> If your answer to question 14 is \$50,000 - \$750,000, then attach your most recent IRS form 990 <input type="checkbox"/> If your answer to question 14 is more than \$750,000, then attach your most recent certified financial audit	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:**

## Appendix J: Sample 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. § 144.0742 and Insert the program’s specific statutory authority to enter into the grant.
2. MDH is in need of Add 1-2 sentences describing the overall purpose of the grant.
3. The vision of the Department of Health 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 agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant pursuant to Minn. Stat. § 16B.98, subd 1.

### Grant Agreement

#### Term of Agreement

**Effective Date** - Spell out the full date, e.g., January 1, 2020, 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 contract is fully executed. Grantee must not begin work until this contract is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

**Expiration Date** - Spell out the full date, e.g., December 31, 2020, 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 contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Data Disclosure; 11. Ownership of Equipment; 12. Intellectual Property; 14. Publicity and Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

#### Grantee’s Duties

Grantee, who is not a state employee, shall: *Provide sufficient detail in the duties so MDH and Grantee are clear on expectations, results and outcomes. Programs are reminded to include appropriate grantee duties related to equity. Grantee’s Duties can be done by:*

**Internal List** - Listing Grantee’s duties, deliverables, and completion dates with precise detail here

or

**External Exhibit/Attachment** - Use an Exhibit/Attachment that contains the precise duties and deliverables. You must indicate that the Exhibit is incorporated into the agreement, such as “Perform the duties specified in Exhibit A which is attached and incorporated into this grant agreement.”]

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### Time

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 MDH's Authorized Representative that Grantee has not complied with the terms of the grant.

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

### Consideration and Payment

Consideration - MDH will pay for all services performed by Grantee under this grant agreement as follows:

Compensation - Grantee will be paid Explain how Grantee will be paid—examples: an hourly rate of \$X.00 for up to a maximum of Y hours, not to exceed \$X\*Y.00 and travel costs not to exceed \$Z.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."

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

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"). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it 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 (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) 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(b).

### 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: Example: "Upon completion of the services," or if there are specific deliverables, list how much will be paid for each deliverable, and when. MDH does not pay merely for the passage of time.

### Contracting and Bidding Requirements

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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:

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.

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.

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.

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:

[Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List \(http://www.mmd.admin.state.mn.us/process/search/\);](http://www.mmd.admin.state.mn.us/process/search/)

[Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program \(https://mnuccp.metc.state.mn.us/\);](https://mnuccp.metc.state.mn.us/) or

[Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program \(https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central\).](https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central)

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.

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.

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 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.

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.

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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 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 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 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

State's Authorized Representative - MDH's Authorized Representative for purposes of administering this 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 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 agreement. If Grantee selects a new Authorized Representative at any time during this agreement, Grantee must immediately notify MDH 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 agreement without the prior written consent of MDH.

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 MDH and Grantee.

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

Grant Agreement Complete - This agreement contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this 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 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.

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### 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 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 - 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, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another. **Option #2:** MDH shall have the right to require transfer of all equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

### Ownership of Materials and Intellectual Property Rights

Ownership of Materials - MDH shall own all rights, title and interest in all of the materials conceived or created by 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").

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Grantee hereby assigns to MDH all rights, title and interest to the materials. Grantee shall, upon request of MDH, execute all papers and perform all other acts necessary to assist MDH 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 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 MDH by 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 Grantee’s obligations under this grant agreement without the prior written consent of MDH’s Authorized Representative.

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 thirty (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

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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 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 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 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, 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.

### **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.

### **Other Provisions**

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

Contractor Debarment, Suspension and Responsibility Certification - Federal regulation 2 CFR Part 200.12 prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, Minnesota Statutes, section 16C.03, Subdivision 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:

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;

Have not within a three-year period preceding this agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

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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;

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

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.

### Audit Requirements

For Grantees that are state or local governments, non-profit organizations, or Indian Tribes:

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 Part 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S.C. ch. 75) and 2 CFR Part 200.

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:

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 Part 200. The audit shall cover either the entire organization or all federal funds of the organization.

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 Part 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.

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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. Code Chapter 75) and 2 CFR Part 200.

If payments under this grant agreement will be made from federal funds obtained by MDH through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), Grantee is responsible for compliance with all federal requirements imposed on these funds. 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 (10 CFR Part 600); and Title 2 of the Code of Federal Regulations.

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 Part 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 10<sup>th</sup> 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 Part 85, subpart F.

### **Lobbying**

Grantee agrees to comply with the provisions of 31 USC § 1352. Grantee must not use any federal funds from MDH 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

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agreement. If Grantee uses any funds other than the 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 provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

### **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.

### **Cost Principles**

Grantee agrees to comply with the provisions 2 CFR Part 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.

### **Rights to Inventions – Experimental, Developmental or Research Work**

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.

### **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).

[Signatures on following page]