

Tobacco-Free Communities Grant Program

REQUEST FOR PROPOSALS

IMPORTANT DATES

June 20, 2016	Request for Proposals (RFP) released
June 27, 2016	Applicant information session
July 1, 2016	Notice of Intent due
July 27, 2016	Last day to submit RFP questions
August 3, 2016	Proposals due
November 1, 2016	Grants begin

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

Tobacco-Free Communities Grant Program – Request for Proposals

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

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Introduction

The Minnesota Department of Health (MDH) seeks proposals to implement the Tobacco-Free Communities (TFC) Grant Program, which is authorized by *Minnesota Statute 144.396: Tobacco Use Prevention*¹ to fund local, tribal, statewide, and technical assistance and training grants. These grants aim to reduce and prevent youth tobacco use and address tobacco-related disparities in Minnesota by promoting community-driven tobacco prevention and control activities and strategies.

This Request for Proposals (RFP) reinforces MDH's overall goal of advancing health equity and achieving population-level health improvements. This RFP also reflects the statewide goals identified in *Minnesota's Comprehensive Tobacco Control Framework, 2016-2021*,² and input from stakeholders who participated in MDH's 2015 *Community Voices* input process.³ This RFP provides funding, training, and other resources to strengthen the capacity of communities to influence their own healthy future and work collaboratively to reduce tobacco-related health disparities and the negative influence of commercial tobacco use in Minnesota.

Background

Over the past fifteen years, the state of Minnesota has achieved a steady decline in the prevalence of tobacco use. The percentage of adult Minnesotans who smoke cigarettes is 14.4 percent, down from 22.1 percent in 1999.⁴ A variety of broad-based state and local policy, systems, and environmental changes have increased tobacco-free environments, raised the price of commercial tobacco, and reduced access to commercial tobacco products. These population-level initiatives helped reduce commercial tobacco use rates for all populations. However, disparities and inequities in commercial tobacco use and exposure continue to persist across several sociodemographic characteristics, including, but not limited to, race, ethnicity, sexual orientation, gender identity, income, education, age, geography, and mental health. Find Minnesota tobacco disparity and inequity data at <http://www.health.mn.gov/tobaccodata>.

Tobacco control efforts that leverage the strengths and address specific needs of communities will help reduce these disparities and complement statewide, population-based efforts. The need for community-specific, and culturally appropriate and relevant tobacco work is a key component of *Minnesota's Comprehensive Tobacco Control Framework, 2016-2021*, was a key theme of the 2015 *Community Voices* input process, and is the focus of the TFC grant program. Read the full 2015 *Community Voices* report at <http://www.health.mn.gov/communityvoices>.

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

² Minnesota Comprehensive Tobacco Control Framework, 2016-2021 <http://www.health.state.mn.us/tobacco>

³ Community Voices. Reducing Tobacco-Related Health Inequities. Minnesota Department of Health. June 2016. <http://www.health.state.mn.us/communityvoices>

⁴ 2014 Minnesota Adult Tobacco Survey

Program goals and objectives

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

- Strengthen community capacity to limit the influence and harms of commercial tobacco;
- Prevent initiation of commercial tobacco use among youth and young adults;
- Eliminate exposure to secondhand smoke;
- Promote tobacco cessation among adults and young adults; and
- Identify and eliminate tobacco-related health disparities.

Several key objectives and activities will guide grantees’ work. Grantees will: engage in a common set of foundational activities: assessment, community education, and community engagement and partnership building; implement activities and strategies to reduce exposure to targeted tobacco industry influences and changing social norms around commercial tobacco use and secondhand smoke exposure; and use culturally appropriate approaches to leverage community strengths and engage partners to implement community-driven policy, systems, and environmental (PSE) changes.

Funding

Approximately \$1.9 million is available for the following two types of grants:

- Category A: Community Grants
- Category B: Technical Assistance and Training Grants

Category A: Community Grants			
	Award Amount	Eligible Applicants	Available Grants
Core Components (Required)	\$100,000	Nonprofit Organizations; subset of Community Health Boards	Up to 12
PSE Change (Additional)	Up to \$50,000		
Category B: Technical Assistance and Training (TA) Grants			
	Award Amount	Eligible Applicants	Available Grants
Capacity Building TA	\$150,000	Nonprofit Organizations	1
PSE TA: Metro area	\$125,000	Nonprofit Organizations	1
PSE TA: Greater Minnesota	\$125,000	Nonprofit Organizations	1

Grant period

The grant period is five years, November 1, 2016 – October 31, 2021, and subject to satisfactory grantee performance and funding availability.

Eligible applicants

MDH seeks to fund organizations that have substantial experience working in or representing the community and connections to community networks. MDH seeks to fund organizations that are committed to improving community health, ignite passion for social justice and health equity, and will serve as champions to work collaboratively as part of the tobacco control movement in Minnesota.

Nonprofit organizations

Nonprofit organizations must have a 501(c)(3) status. Nonprofit organizations must be located and work within the state of Minnesota. No grants will be awarded to individuals or informal groups of individuals. Nonprofit organizations are eligible to apply for Category A: Community Grants and Category B: Technical Assistance and Training Grants. .

Nonprofit organizations may apply for grants in both categories by submitting separate proposals. **However, only one grant will be awarded per organization.** Awards will be determined after proposals are reviewed.

Community Health Boards

Minnesota Community Health Boards receiving Statewide Health Improvement Program (SHIP) funds at the Tier 1 funding level can apply for Category A: Community Grants. **Minnesota Community Health Boards cannot apply for Category B: Technical Assistance and Training Grants.**

Tier 1 SHIP grantees are Minnesota Community Health Boards receiving less than \$250,000 in total SHIP funding, and include:

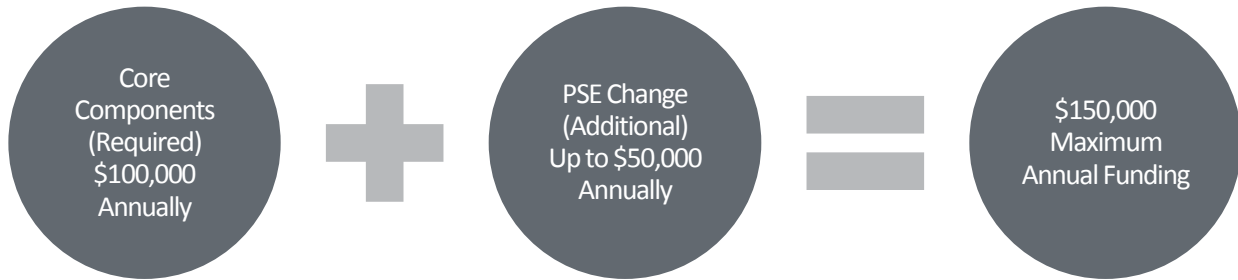
- Benton
- Blue Earth
- Cass
- Chisago
- Countryside
- Crow Wing
- Des Moines Valley
- Dodge-Steele
- Faribault-Martin
- Fillmore-Houston
- Freeborn
- Goodhue
- Horizon
- Kandiyohi-Renville
- Meeker-McLeod-Sibley
- Morrison-Todd-Wadena
- Mower
- Nobles
- North Country
- Polk-Norman-Mahnomen
- Quin
- Rice
- Southwest Health and Human Services
- Wabasha
- Watonwan
- Winona

Eligible Minnesota Community Boards may apply for more than one Category A: Community Grant; however a separate proposal must be submitted for each grant. **Only one grant will be awarded per Minnesota Community Health Board.** Awards will be determined after proposals are reviewed.

Category A: Community Grants

MDH seeks to fund up to 12 Community Grants with approximate annual funding amounts between \$100,000 and \$150,000 per grantee.

All Community Grant awardees will be funded at \$100,000 annually and must conduct activities within the required core components listed below. Applicants choosing to work toward PSE change may apply for up to an additional \$50,000 annually. Total annual Community Grant awards will not exceed \$150,000.



MDH recognizes that different communities are at varying stages of tobacco control readiness and Community Grantees may need to start at different places. MDH encourages applicants to choose activities and strategies based on organizational or community capacity, readiness, and need.

Core components

Community Grantees should implement a coordinated set of activities within each of the following required components and may build on existing efforts already being conducted within the community(ies) they will serve.

- Assessment
- Community education
- Community engagement and building partnerships

Although these components are required, each applicant should determine their approach and activities based on community readiness and need. Collectively, these components help build community capacity, change social norms around tobacco, and foster community readiness and support for tobacco control policies. These components should serve as the foundation to identify community-driven interventions needed to address the harms of commercial tobacco in the community.

Assessment

Community assessments help identify community needs and resources. Assessment should directly involve community members and partners to collect information that helps inform activities and project direction. Grantees may assess:

- Community assets, needs, use patterns, and perspectives related to tobacco.

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

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

Community education

Community education helps raise awareness, address misconceptions, and build community support for tobacco prevention and control efforts. Community education may address a variety of tobacco-related topics, such as commercial tobacco use and secondhand smoke exposure data, prevention initiatives, cessation promotion, and traditional and cultural tobacco use.

Community education may use multiple communication strategies. Messaging and communications strategies should accommodate cultural context and social structures and resonate with target audiences. Community education should include peer-to-peer outreach as well as messaging that reflects community values and acknowledges cultural and social norms and historical context.

Community education can take several forms, such as:

- Paid media (e.g., television, radio, print ads)
- Earned media (e.g., letters to the editor, editorials, radio or television interviews)
- Digital storytelling, photovoice, or other participatory media
- In-person presentations, meetings, and community events
- Tobacco education programs, including language revitalization efforts where lessons focus on traditional tobacco, or providing culture-based education

Community members should be involved in the development of messaging and communications and outreach strategies to ensure cultural relevance and effectiveness. Community education activities should be ongoing throughout the grant period.

Cessation promotion and referral

As part of community education efforts, Community Grantees will be expected to promote cessation, provide resource and benefit information, and offer referral support to community members. Community members are more likely to use cessation services that are referred to them by members of their own community.⁵ Community Grantees can serve as a trusted resource for community members,

⁵ 2015 Community Voices: Reducing Tobacco-Related Health Inequities <http://www.health.state.mn.us/communityvoices>

increasing knowledge of cessation services and their availability, and ultimately directing providing referrals to existing services. Community Grantees will identify outreach and messaging strategies that will work best in their community. Community Grantees will not be expected, nor allowed to provide direct cessation counseling. The goal is to create culturally appropriate networks of information and referral support to those not currently accessing existing services.

Examples of cessation promotion and referral include:

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

MDH acknowledges the lack of culturally relevant cessation services and resources for many communities. MDH will work with grantees to identify and address gaps, as well as provide information on referral methods and available cessation services and resources, such as free Medical Assistance and MinnesotaCare cessation benefits.

Community engagement and partnership building

Community engagement is a process through which community members are involved in issue identification, problem solving, and decision making. Community Grantees should authentically engage and work in partnership with community members experiencing tobacco-related disparities to ensure activities and strategies are appropriate and welcomed by the community.

Building collaborative partnerships is important for increasing capacity, amplifying the community's voice, and leveraging diverse skills and expertise for sustaining change. Community Grantees will identify and engage existing and new partners, including those within the community who may not work in tobacco prevention and control, to foster collaboration and incorporate community assets and networks.

Partners should be included in leadership, decision making, and dissemination of information. Partnerships may vary by grantee, community needs, and scope of work, but all should be strategic and maximize opportunities. For example, some partnerships may include forming advisory groups to inform activity and strategy planning while some may mobilize active community- or youth-led groups or coalitions.

Community Grantees should engage community leaders who can elevate tobacco prevention and control issues, as well as identify community, elder, or youth ambassadors and champions, thus strengthening community leadership and advocacy capacity.

Community engagement and partnership building should be ongoing throughout the grant period. MDH requires each Community Grant applicant to submit two to three letters of commitment from key identified partners. See *Appendix A: Proposal document guidelines and requirements* for more information.

Policy, systems, and environmental change

Community Grant applicants may apply to work toward policy, systems, and environmental (PSE) change as a complement and extension to the required core components. Community Grant applicants who work toward PSE change will be eligible for higher grant funding up to an additional \$50,000 annually. The required core components are the foundation to advance, implement, and sustain PSE change. Selected PSE strategies should be community-driven, respond to community needs, and contribute to sustainable change within the community. PSE changes range in scope and may include institutional or organizational changes, systems change interventions, or local public policy changes.

PSE strategies must be selected from the focus areas below:

- Addressing access and exposure to commercial tobacco
- Creating smoke- and commercial tobacco-free environments
- Integrating cessation connections and support into existing services and community networks

Community Grant applicants may select one or a combination of strategies from the three focus areas. Strategy selection should be based on organizational or community capacity and readiness. The additional funding amount requested by an applicant should be determined by the scope or number of strategies selected.

Addressing access and exposure to commercial tobacco

Objective: To reduce tobacco industry influence and access and availability of commercial tobacco products.

Strategies

- Increase traditional practices around traditional tobacco use and strengthen cultural practices and education.
- Work with community organizations, businesses, or events to refuse tobacco industry advertising, promotion, and sponsorship.
- Work with local licensing authorities to implement the following local tobacco policy changes:
 - Increasing the price of commercial tobacco products through non-tax approaches.
 - Reducing or restricting the number, location, density, and types of tobacco retail outlets.
 - Restricting the sale of flavored tobacco products, including menthol.
 - Raising the minimum legal age to purchase tobacco to 21.

Creating smoke- and commercial tobacco-free environments

Objective: To increase the number of people protected by smoke- and commercial tobacco-free indoor and outdoor policies.

Strategies

- Work with community businesses, organizations, places of worship, etc. to create commercial tobacco-free grounds.

- Increase the availability of smoke-free housing for community members experiencing tobacco-related disparities (e.g., low-income families, adult foster care residents, sober living or halfway home residents, transitional housing residents.)
- Create commercial tobacco-free community outdoor spaces (e.g., city or county parks, recreational fields, large-scale community events spaces such as fairgrounds or powwow grounds.)
- Create commercial tobacco-free campuses and policies in substance use disorder or mental health treatment facilities.
- Create commercial tobacco-free campuses for community, technical, or tribal colleges, or vocational or trade schools.

Note: “Tobacco-free” does not include tobacco used for spiritual or ceremonial purposes.

Integrating cessation connections and support into existing services and community networks

Objective: To increase culturally appropriate connections to cessation services and cultural supports into existing community services, programs, and networks.

Strategies

- Increase cessation support and/or linkages to cessation services into high-priority health- or social service-related services or programs (e.g., provider education networks (asthma, diabetes, or HIV/AIDS), WIC services.)
- Work with community partners to develop or enhance a peer-to-peer outreach model, such as a community health worker or other peer support model, to integrate cessation support into housing, clinics, or other community settings.
- Integrate community-partnered cessation education, support, and/or referral into places frequented by community members (e.g., places of worship, barber or beauty shops, community recreation centers.)

Future mentoring supplements

MDH recognizes the importance of peer learning and collaboration. Community Grantees may be eligible in the future to apply for small additional Mentoring Supplements after grants are awarded. MDH will work with grantees to identify mentoring opportunities, criteria, roles, and expectations. Community Grant applicants should not include any reference to the Mentoring Supplements nor their mentoring capacity in their proposal. The Mentoring Supplements will be added at a later date based on the availability of funds and the needs of awarded grantees.

Category B: Technical Assistance and Training Grants

Applicants may apply to provide one of the following types of Technical Assistance and Training (TA):

- Capacity Building TA
- Policy, Systems, and Environmental Change (PSE) TA (11-county metro area⁶)
- Policy, Systems, and Environmental Change (PSE) TA (Greater Minnesota – all counties outside the defined 11-county metro area)

TA providers will support grantees in their tobacco prevention and control work by ensuring that grantees have the necessary knowledge, skills, and resources to be successful in building capacity and achieving their grant goals.

TA providers, in partnership with MDH and based on grantee input, will develop and implement a statewide TA plan to address grantee needs. TA providers may subcontract with external experts to provide customized resources and support, which may include in-person and virtual peer learning and networking, group webinars and trainings, or other mechanisms to enhance grantee skills and knowledge. TA providers will provide tobacco-related TA to both TFC Community Grantees and the Statewide Health Improvement Program (SHIP) grantees working on tobacco prevention and control strategies (41 SHIP grantees).

TA providers should have a strong understanding of cultural competence and practices, health equity concepts, and adult and e-learning concepts and practices. MDH requires TA applicants to submit two to three letters of support from individuals or organizations who have benefited from TA services and expertise the applicant has provided. See *Appendix A: Proposal document guidelines and requirements* for more information.

Capacity Building TA

The Capacity Building TA provider will create and execute a training plan and infrastructure to build the capacity of TFC and SHIP grantees to lead tobacco-related change in their communities. This TA provider will serve as the centralized resource to meet grantees' needs. This TA provider will subcontract as necessary, and as directed by MDH, to respond to specific ongoing requests by grantees (some TA may be delivered by MDH staff rather than a subcontractor). This TA provider will also provide and lead a centralized platform for all tobacco control grantee trainings, meetings and webinars. This TA provider will also create (or subcontract for) an ongoing community leadership development program to increase the capacity and skills of grantees necessary to lead tobacco-related community change. Capacity Building TA grant applicants will propose the key components for this program, but the TA provider must be prepared to tailor them to reflect the needs and strengths of the grantees selected.

⁶ 11-county metro area includes: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Scott, Sherburne, Ramsey, Washington, and Wright counties.

The Capacity Building TA provider will:

- Lead the TA infrastructure.
- Develop and execute the MDH TA plan.
- Organize and coordinate the TA delivery infrastructure (conferences, trainings, meetings, webinars).
- Identify TA needs and provide capacity building TA and support to grantees that may include:
 - Development and implementation of education and advocacy campaigns
 - Community mobilization
 - Building and maintaining coalitions
 - Organizational leadership development
 - Communication and mass reach strategy, planning, and implementation
 - Engaging community change agents, opinion leaders, or youth

Policy, Systems, and Environmental Change (PSE) TA

PSE TA providers will serve as tobacco prevention and control policy experts and provide individualized consultation to TFC and SHIP grantees on stages of PSE change including strategy development, policy adoption, implementation, and enforcement. PSE TA providers must demonstrate deep expertise in tobacco control PSE processes, best practices, and implementation and enforcement strategies and be able to accommodate specific community needs and strengths when assisting grantees.

PSE TA providers must be able to provide technical support for all tobacco control PSE strategies chosen by TFC and SHIP grantees. Applicants must demonstrate they have the capacity to provide consultation to grantees working across the geographic area selected (11-county metro area or Greater Minnesota).

PSE TA providers will:

- Provide one-on-one consultation around PSE change to grantees.
- Provide strategy-specific resources such as toolkits, templates, factsheets, talking points, sample policies, and enforcement guides that can be adapted for communities.
- Work with grantees to co-create and develop needed materials and resources.
- Work in a coordinated fashion with the Capacity Building TA Provider.

Grantee Requirements

Category A: Community Grants

Administrative

- Work with MDH to revise and finalize the work plan and budget.
- Assign a full-time equivalent (FTE) staff person to serve as the project coordinator to ensure adequate staffing and accountability to carry out work plan activities. Grantees may work with MDH to negotiate an FTE split by more than one staff person (that adds up to at least one FTE.)
- Participate in all required MDH-sponsored technical assistance trainings, meetings, and calls.

Evaluation

- Develop an evaluation plan in collaboration with MDH within the first year.
- Follow reporting requirements for monitoring and submitting data through *REDCap*, MDH's online data reporting system.
- Provide regular reports on activities and characteristics of strategy implementation.
- Conduct a formative, process, or outcome evaluation of one component of their work with assistance and guidance from MDH.
- Dedicate at least 5 – 10 percent of the budget for evaluation. Evaluation funds will fund staff time for MDH-required reporting and planning and implementation of the evaluation project. Funds may be put toward an evaluation contractor to assist with this work.
- Share evaluation findings, data collection instruments, and related evaluation materials with MDH.
- Share evaluation results with community stakeholders.

Communications

- Develop a communication plan in collaboration with MDH within the first year.
- Follow TFC communications product review and approval process requirements per MDH guidelines.
- Communicate with MDH regarding product approval and ensure that communications pieces funded by MDH conform to best practices and include appropriate sponsor attribution.

Tobacco-free organizational commitment

- Make an organizational commitment to addressing the harms of commercial tobacco through policy change, setting an example, and serving as a champion for the community. This commitment may also include serving as a model for others around the use of traditional tobacco.
- Grantees must have or be working towards commercial tobacco-free worksite grounds (excluding traditional tobacco gardens or for ceremonial purposes). Applicants without a commercial tobacco-free worksite grounds policy must indicate they will work toward adopting a policy during the grant period.
- Grant funded organizations may not accept funding from tobacco companies or their subsidiaries or parent companies during the grant period.

- Community Grant applicants must formalize this commitment by signing a *Tobacco-Free Organizational Commitment*. See *Appendix A: Proposal document guidelines and requirements* for more information.

Category B: Technical Assistance and Training (TA) Grants

Administrative

- Work with MDH to revise and finalize the work plan and budget.
- Work with other TA providers and MDH to create an initial TA Plan for TFC and SHIP grantees within the first six months.
- Participate in regular (bi-monthly) TA meetings.
- Participate in regular TA provider check-in calls with MDH staff and report back progress toward outcomes.

Evaluation

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

Communications

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

Grant Funding Restrictions

TFC funds cannot be used for:

- Costs not directly related to the TFC grant
- Nicotine replacement therapies (NRT)
- Direct cessation services
- Conducting tobacco retailer compliance checks
- Research
- Alcohol, gifts for staff, staff meals (except approved travel), or parties
- Direct patient medical services or care
- Capital improvements or alterations
- Cash assistance paid directly to individuals to meet their personal or family needs
- Costs incurred prior to the grant award
- Start up or ongoing costs of a private business venture
- Ongoing costs of a program

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

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

Supplantation

Funds may not be used to supplant current federal, state or local funding. Funds must be used to develop new activities, or expand or modify current activities to reduce commercial tobacco use and exposure.

Lobbying

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

Proposals Submission

Grant timeline

- June 20, 2016 – RFP released
- June 27, 2016 – Applicant Information Session at 1:00 p.m. CDT
- July 1, 2016 – Notice of Intent due by 4:00 p.m. CDT
- July 27, 2016 – Last day to ask RFP questions
- August 3, 2016 – Proposals due by 4:00 p.m. CDT
- September 2016 – Anticipated Notice of Award
- November 1, 2016 – Grant implementation begins

Applicant information session

MDH will provide RFP information and guidance through an in-person information session. Though not required, prospective applicants are encouraged to attend. The in-person information session will be recorded and posted on the MDH website at <http://www.health.mn.gov/tfc>.

Date: Monday, June 27, 2016
Time: 1:00 pm CDT
Location: The Wellstone Center
179 Robie Street East
Saint Paul, MN 55107

Please register to attend on the MDH website at <http://www.health.mn.gov/tfc>.

RFP questions

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

All questions and answers will be posted publicly on the MDH website at <http://www.health.mn.gov/tfc>. Questions and answers will be updated every Monday between Monday, June 27, and Monday, August 1, 2016. New questions and answers will be posted on Tuesday, July 5 instead of Monday, July 4, as state offices will be closed.

The final deadline for questions about the RFP is Wednesday, July 27. Applicants may consider reviewing these questions and answers each week as the answers may be helpful for writing proposals.

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

Notice of intent

Applicants are strongly encouraged to submit a non-binding Notice of Intent to tobacco@state.mn.us by 4:00 p.m. CDT on Friday, July 1, 2016. Use the Notice of Intent form located on the MDH website at <http://www.health.mn.gov/tfc>. Please include “TFC Grant Notice of Intent” in the subject line of your email.

While prospective applicants are strongly encouraged to submit a Notice of Intent, a Notice of Intent is not a mandatory requirement of this RFP. This means that a proposal may still be considered even if the applicant did not submit a Notice of Intent; likewise, an applicant is not obligated to submit a proposal just because they submitted a Notice of Intent.

Submission deadline

Proposals must be received by MDH on **Wednesday, August 3, 2016, by 4:00 p.m. CDT** and **must** be submitted through either of the two following ways:

- Sent as an email attachment to tobacco@state.mn.us
- Mailed or hand delivered to the following address:

Mailing Address
Attention: Tobacco-Free Communities Grant Program Minnesota Department of Health Tobacco Prevention and Control P.O. BOX 64882 Saint Paul, MN 55164-0882
Address for Hand Delivery
Attention: Tobacco-Free Communities Grant Program Minnesota Department of Health Tobacco Prevention and Control 85 East Seventh Place, Suite 220 Saint Paul, MN 55101

The address for hand delivery is for the Golden Rule Building located downtown Saint Paul. The reception desk is in Suite 220 located on the 2nd floor of the building.

Mailed or hand-delivered proposals must include an electronic version on a USB drive. **Hard copies submitted without an electronic version on a USB drive will not be accepted.** Faxed proposals will also not be accepted. Mailed or hand-delivered proposals must be received by MDH by the submission deadline, or they will not be accepted.

Late proposals will not be accepted. It is the applicant’s responsibility to allow sufficient time to address all potential delays. MDH will not be responsible for a proposal that is delayed or lost in transit by carrier. All mailed and hand-delivered proposals will be time stamped by MDH staff.

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

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

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

Proposal contents

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

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

Proposal Review

Complete and eligible grant proposals received **by 4:00 p.m. on Wednesday, August 3, 2016** will be reviewed competitively according to the *Proposal Evaluation Criteria*. **Late proposals will not be reviewed.**

Complete proposals will be reviewed by grant review teams that may include MDH staff, individuals from external state agencies, organizations, community members, experts in the field, and interested individuals. Reviewers will score proposals individually using a provided score sheet. Proposals and reviewer scores will be discussed by review teams. Reviewers are able to modify scores based on discussions at the review meetings. Review teams will then meet to collectively discuss and rank all proposals recommended for funding.

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

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

Notice of award

Grant award decisions are anticipated to be made in September 2016. Applicants will be notified by email and letter whether their proposal is funded. MDH may negotiate changes to proposed budgets and work plan activities.

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

Public information

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

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

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

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

Proposal evaluation criteria

Category A: Community Grants

All Community Grant proposals will be scored based on the criteria below.

Project narrative (65 points)

PROJECT OVERVIEW (20 POINTS)

- The applicant described the community(ies) proposed to serve and geographic reach. If the applicant is applying to work on additional PSE change, the applicant described strategy(ies) selected from the list provided on page 10. (2 points)
- The applicant described the goals and objectives for the proposed project and how they will determine success throughout the project. (5 points)
- The applicant provided quantitative data, qualitative data, or a description from the community perspective to demonstrate the tobacco-related disparities that exist for the community(ies) proposed to serve. (5 points)
- The applicant briefly described how the proposed work will address the needs in the community(ies) proposed to serve, address tobacco-related disparities, and limit the influence and harms caused by commercial tobacco. The applicant described any related local activities funded through other funding sources and explained how the proposed work will complement, but not duplicate these activities. (8 points)

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (10 POINTS)

- The applicant described the history of the organization, major programming, and how the proposed work aligns with the organization’s mission. (2 points)
- The applicant described how the organization is appropriate to work with the community(ies) proposed to serve. (3 points)

- The applicant described the extent to which members from the community(ies) proposed to serve are represented in the organization’s leadership and staff. (3 points)
- The applicant listed key project staff and their skills and capacity to successfully carry out the project. (2 points)

ENGAGEMENT AND PARTNERSHIP (15 POINTS)

- The applicant described how they will meaningfully engage and involve community members in the planning, implementation, and overall decision-making processes throughout the project. (6 points)
- The applicant described how they will engage and leverage partners in meaningful ways and identified any known partners they plan to work with. (6 points)
- The applicant submitted up to three letters of commitment from key identified partners. Each letter includes how partners will uniquely be involved in the implementation of the work plan. (3 points)

PROJECT DESCRIPTION (20 POINTS)

- The applicant described how they will maximize community assets and cultural contexts to implement culturally appropriate activities. (6 points)
- The applicant described how key activities maximize and leverage existing resources, and where applicable, builds upon existing infrastructure in the community(ies) proposed to serve. (6 points)
- The applicant described how the activities and strategies selected address the needs of the community(ies) proposed to serve and contribute to sustainable change. (8 points)

Work plan (25 points)

- The applicant’s overall proposed activities and milestones are clearly described, realistic and likely to produce project goals and objectives. (15 points)
- The applicant’s work plan activities and milestones reflect all required core components. (7 points)
- The applicant’s work plan includes clear specific milestones that will be used to measure progress and demonstrate steps to accomplish project goals and objectives within reasonable time frames. (3 points)

Budget (10 points)

- The salaries are adequate for staff retention and FTEs are reasonable for the proposed scope of work. (3 points)
- The requested level of funding is reasonable for the proposed scope of work and expenditures are clearly related to activities and strategies. (3 points)
- The budget narrative includes a clear and reasonable description of how funds will be allocated. (3 points)
- The applicant dedicated 5 -10 percent of the budget for evaluation (staff time or for an evaluation contractor). (1 point)
- The applicant included justification for Indirect Costs. (No points)

Category B: Technical Assistance and Training Grants

All Technical Assistance and Training (TA) Grant proposals will be scored based on the criteria below.

Project narrative (65 points)

PROJECT OVERVIEW (10 POINTS)

- The applicant identified the type of TA Grant applying for (Capacity Building or PSE). If the applicant identified PSE TA, they identified the region (11-county metro area or Greater Minnesota) they propose to serve. (2 points)
- The applicant clearly described the goals and objectives for the proposed project and how they will determine success throughout the project. (3 points)
- The applicant described how they will ensure TA provided will meet grantees' needs and incorporate health equity concepts to TA provided. (5 points)

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (15 POINTS)

- The applicant described the history of the organization, major programming, and how the proposed work aligns with the organization's mission. (3 points)
- The applicant described their experience providing TA and qualifications to support grantees. (8 points)
- The applicant listed key project staff and their skills and capacity to successfully carry out TA delivery. (4 points)

ENGAGEMENT AND PARTNERSHIP (15 POINTS)

- The applicant described how they will meaningfully engage and involve grantees in identifying TA needs. (5 points)
- The applicant described how they will ensure TA provided is culturally appropriate for grantees. (5 points)
- The applicant described how they will meaningfully work with other TA providers and MDH. (3 points)
- The applicant submitted two to three letters of support from individuals or organizations who have benefited from TA services and expertise the applicant has provided. Each letter includes how the applicant uniquely provided community-specific TA and the outcome. (2 points)

PROJECT DESCRIPTION (25 POINTS)

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

Work plan (25 points)

- The applicant's overall proposed activities and milestones are clearly described, realistic and likely to produce project goals and objectives. (15 points)

TOBACCO-FREE COMMUNITIES GRANT PROGRAM – REQUEST FOR PROPOSALS

- The applicant's work plan activities and milestones reflect the responsibilities outlined in the type of TA Grant applying for (Capacity Building or PSE). (5 points)
- The applicant's work plan includes clear specific milestones that will be used to measure progress and demonstrate steps to accomplish project goals and objectives within reasonable time frames. (5 points)

Budget (10 points)

- The salaries are adequate for staff retention and FTEs are reasonable for the proposed scope of work. (4 points)
- The expenditures are clearly related to TA activities. (3 points)
- The budget narrative includes a clear and reasonable description of how funds will be allocated. (3 points)
- The applicant included justification for Indirect Costs. (No points)

Appendices

Appendix A: Proposal document guidelines and requirements

Required documents

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

Category A: Community Grant proposals

Category A: Community Grant proposals must include the following:

- Proposal
 - Cover Sheet
 - Project Narrative
 - Technical Assistance Needs
- Work Plan
- Line-item Budget
- Budget Narrative
- Copy of Federally Approved Indirect Rate or List of Expenses Covered by Indirect Costs
- Due Diligence Review form (nonprofit organizations only)
- Proof of Status as a Legal Entity (nonprofit organizations only)
- Letters of Commitment and Support
- Tobacco-Free Organizational Commitment form
- Conflicts of Interest list (if applicable)

Category B: Technical Assistance and Training Grant proposals

Category B: Technical Assistance and Training Grant proposals must include the following:

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

Proposal requirements and guidelines

Proposal format requirements

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

COVER SHEET

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

PROJECT NARRATIVE (16 PAGES TOTAL)

- The Project Narrative should be organized as outlined below and should follow the guidelines below.
- **The Project Narrative must not exceed 16 pages.** Additional pages will not be read nor considered by reviewers. The number of pages allocated to each narrative section may vary depending on applicant needs to adequately address each section.
- The Project Narrative must be double-spaced, with the exception of bullet points or tables, with one-inch margins; paragraphs should be separated by a blank space. Use Calibri font that is 11 point in size.

Project Narrative guidelines for Category A: Community Grant proposals

PROJECT OVERVIEW (2 - 4 PAGES)

- Describe the community(ies) you propose to serve and the geographic reach of your project.
- If you are applying to work on additional PSE change, describe the strategy(ies) selected from the list provided on page 11.
- Describe your goals and objectives for the proposed project. How will you know you are successful throughout the project?
- Provide quantitative data, qualitative data, or a description from the community perspective to demonstrate the tobacco-related disparities that exist for the community(ies) you propose to serve.
- Briefly describe how the proposed work will address the needs in the community(ies) you propose to serve, address tobacco-related disparities, and limit the influence and harms caused by commercial tobacco.
- Describe any related local activities funded through other funding sources and explain how the proposed work will complement, but not duplicate these activities.

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (2 - 4 PAGES)

- Describe the history of your organization, major programming, and how the proposed work aligns with your organization's mission.
- Describe how your organization is appropriate to work with the community(ies) you propose to serve.
- Describe the extent to which members from the community(ies) that you propose to serve are represented in your organization's leadership and staff.

- List key project staff and their skills and capacity to successfully carry out this project.

ENGAGEMENT AND PARTNERSHIP (2 - 4 PAGES)

- Describe how you will meaningfully engage and involve community members in the planning, implementation, and overall decision-making processes throughout the project.
- Describe how you will engage and leverage partners in meaningful ways. Identify any known partners you plan to work with.

PROJECT DESCRIPTION (3 - 4 PAGES)

- Describe how you will maximize community assets and cultural contexts to implement culturally appropriate activities.
- Describe how key activities maximize and leverage existing resources, and where applicable, builds upon existing infrastructure in the community(ies) you propose to serve.
- Describe how the activities and strategies selected address the needs of the community(ies) you propose to serve and contribute to sustainable change.

TECHNICAL ASSISTANCE NEEDS

This description is not counted in the Project Narrative page limit.

Describe any anticipated technical assistance and training support you may need to be successful in your proposed work. This may include support needed from TA providers or MDH.

This information will help MDH anticipate TA support needs; this section **will not** be scored by reviewers nor will it serve as an indication of an applicant's capacity to carry out work plan activities.

[Project Narrative guidelines for Category B: Technical Assistance and Training \(TA\) Grant proposals](#)

PROJECT OVERVIEW (2 - 3 PAGES)

- Identify which type of TA Grant you are applying for (Capacity Building or PSE). If you are applying for a PSE TA Grant, identify the region (11-county metro area or Greater Minnesota) you propose to serve.
- Describe your goals and objectives for the proposed TA. How will you know you are successful throughout the project?
- Describe how you will ensure TA provided will meet grantees' needs and incorporate health equity concepts to TA provided.

ORGANIZATIONAL CAPACITY AND STAFF EXPERIENCE (2 - 4 PAGES)

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

ENGAGEMENT AND PARTNERSHIP (2 - 4 PAGES)

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

PROJECT DESCRIPTION (3 - 5 PAGES)

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

Work plan template and instructions

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

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

The work plan does not have a page limit.

Line-item Budget and Budget Narrative

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

The Budget Narrative should provide brief but sufficient explanation for each budget line item. The budget must be consistent with the stated objectives, planned activities, and time frame of the project. Where possible, the method for computing estimates should be explained by including quantities, unit costs, and other similar numeric detail sufficient for the calculation to be duplicated.

The Budget Narrative does not have a page limit.

Personnel

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

Contractual services

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

Travel

Reference the *Commissioner’s Plan*⁷ for travel reimbursement requirements. Use the following reimbursement rates to estimate travel expenses.

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

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

Supplies and equipment

Indicate expected costs for items and a description for supplies and equipment. Grant funds may not be used to purchase any individual piece of equipment that costs more than \$5,000 and all budgeted supplies and equipment purchases must be justified in the Budget Narrative. These costs may include office supplies, postage or mailing, duplication or copies, phone service and equipment, teleconferences or meetings, and computer or internet expenses.

Other

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

Administrative (Indirect) costs

Administrative costs are the expenses of doing business that are necessary for the overall operation of the organization and the conduct of the activities it performs. Administrative costs incurred as part of

⁷ Commissioner’s Plan <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

the grant program should be reasonable to provide necessary program support and directly billed to the appropriate budget line item (i.e. salaries and fringe for accounting support, human resources or administrative staff and general office supplies and expenses) and *not* included as part of an organization's indirect costs.

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

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

Administrative-Indirect Cost Allocation form

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

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

Due Diligence Review form

The Due Diligence Review form can be found on the MDH website at <http://www.health.mn.gov/tfc>. This form must be completed by all non-governmental organization applicants. Community Health Boards do not need to complete and submit this form.

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

Proof of status as a legal entity

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

Letters of commitment and support

Category A: Community Grant applicants must include two to three letters of commitment from key identified partners in this proposal. Letters should include how partners will be involved in the implementation of the work plan.

Category B: Technical Assistance and Training Grant applicants must include two to three letters of support from individuals or organizations who have benefited from TA services and expertise the applicant has provided. Letters should include how the applicant uniquely provided community-specific TA.

Tobacco-Free Organizational Commitment form

Category A: Community Grant applicants must complete the Tobacco-Free Organizational Commitment form available on the MDH website at <http://www.health.mn.gov/tfc> to acknowledge that they either have commercial tobacco-free worksite grounds (excluding traditional tobacco gardens or for ceremonial purposes), or will work toward adopting a policy during the grant period, and that they will not accept funding from tobacco companies, their subsidiaries, or parent companies during the grant period.

Conflicts of interest

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

Appendix B: Sample grant agreements

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

General sample grant agreement (non-Community Health Boards)

Grant Agreement Number _____

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

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

Minnesota Department of Health Grant Agreement

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

Recitals

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

Grant Agreement

1. Term of Agreement

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

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

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

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

4. **Consideration and Payment**

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

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

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

OR

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

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

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

4.2. Terms of Payment

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

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

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

6. Authorized Representatives

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

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

7. Assignment, Amendments, Waiver, and Merger

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

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

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

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

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

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

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

10. Government Data Practices and Data Disclosure

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

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

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

11. Ownership of Equipment *If this grant agreement disburses any federal funds, select option #1 and delete option #2. If this grant agreement disburses only state funds, select option #2 and delete option #1.*

Option #1

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

Option #2:

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

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

12. Ownership of Materials and Intellectual Property Rights

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

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

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

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

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

14. Publicity and Endorsement

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

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

15. Termination

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

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

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

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

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

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

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

18.1. Contractor Debarment, Suspension and Responsibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bureau of the Census

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

18.3. Drug-Free Workplace

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

18.4. Lobbying

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

18.5. Equal Employment Opportunity

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

18.6. Cost Principles

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

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

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

18.8. Clean Air Act

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

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

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

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

APPROVED:

1. GRANTEE

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

2. STATE AGENCY

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

By: _____

Title: _____

Date _____

By: _____

Title _____

Date: _____

Distribution:

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

Community Health Board sample grant agreement

Grant Project Agreement Number _____

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

INSTRUCTIONS: Use this template if funding includes ONLY STATE FUNDS. Fill in all blanks and delete all instructions. Instructions are in red print. Make sure red text is no longer red and signature page is on a separate page. Include an encumbrance worksheet to enable Financial Management to encumber the funds for this agreement.

Minnesota Department of Health Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and **Insert Community Health Board Name**, an independent organization, not an employee of the State of Minnesota, address **Insert Grantee Address**, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number **Insert Master Grant Contract number for this Community Health Board** ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes **Insert the authorizing statute or legislation** is empowered to **Give a brief description of the purpose of this grant program**; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract.** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement.**
 - 2.1. Effective date. This grant project agreement shall be effective on **Spell out full date, e.g., January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.**
 - 2.2. Expiration date. **Spell out full date, e.g., December 31, 2015**, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project

agreement with completion dates which extend beyond the termination date specified in this sentence.

3. **Grantee’s Duties and Responsibilities.** The GRANTEE shall:

- List the grantee duties OR attach additional pages if necessary, using the following language, “complete the duties set forth in Exhibit A, which is attached and incorporated in this grant project agreement.” Include all programmatic terms and conditions in this section, including program specific requirements not covered by the master grant contract that were formerly included in any assurances and agreements documents used with the CHB.

4. **Consideration and Payment.**

4.1. *Consideration.* The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

- (a) *Compensation.* The GRANTEE will be paid Explain how the Grantee will be paid. For example: “an hourly rate of \$0.00 up to a maximum of X hours, not to exceed \$0.00 and travel costs not to exceed \$0.00,” Or, if you are using a breakdown of costs as an attachment, use the following language, “according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement.”
- (b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed Total amount of grant agreement award in words dollars (\$0.00) Insert amount in numerals.
- (c) *Budget Modifications.* If you choose not to allow budget modifications, insert the following condition for budget modifications. If not applicable, please delete this entire paragraph. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2. *Terms of Payment.*

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

- (b) *Matching Requirements.* If applicable insert the conditions of matching requirement. If not applicable, please delete this entire matching paragraph GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE:
5. **Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
 6. **Ownership of Equipment.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.
 7. **Authorized Representatives.**
 - 7.1. *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is insert name, title, address, telephone number, and e-mail, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. *GRANTEE's Authorized Representative.* The GRANTEE's Authorized Representative is insert name, title, address, telephone number, and e-mail, or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.
 8. **Termination.**
 - 8.1. *Termination by the STATE or GRANTEE.* The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
 - 8.2. *Termination for Cause.* If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.
 - 8.3. *Termination for Insufficient Funding.* The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of

the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. **Publicity.** *If applicable, insert the conditions of publicity associated with the funding source. If not applicable, please delete this entire paragraph.* Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE’S Authorized Representative.
10. **Other Provisions.** *In this section only include specific program requirements that are not already covered in the Master Grant Contract for Community Health Boards. If there are no other provisions, delete this section.*

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

APPROVED:

2. GRANTEE

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

2. STATE AGENCY

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

By: _____	By: _____
Title: _____	Title: _____
Date _____	Date _____

By: _____
 Title _____
 Date: _____

Distribution:

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

Appendix C: Resources and glossary of terms

Resources

General assistance

Minnesota Council of Nonprofits – Nonprofit Resources Library. This is an online library of nonprofit management best practices, tips, and strategies. <http://www.minnesotanonprofits.org/nonprofit-resources>

Consortium of National Networks to Impact Populations Experiencing Tobacco-Related and Cancer Health Disparities. This group of organizations supports a consortium of national networks to advance commercial tobacco use prevention and cancer prevention in populations experiencing tobacco-related and cancer health disparities.

<https://www.cdc.gov/tobacco/about/coop-agreements/national-networks/>

Health equity and capacity building

Coalitions User Guide. This guide focuses on the critical role coalitions play in a comprehensive tobacco control program. https://cphss.wustl.edu/Products/ProductsDocuments/UG_Coalitions.pdf

Community Toolbox. Practical skill-building information and tools on community assessment, mobilizing communities, creating and maintaining coalitions and partnerships, leadership, and increasing participation and membership. <http://ctb.ku.edu/en/dothework/index.aspx>

Community Voices: Reducing Tobacco-Related Health Inequities. A report that includes input from community stakeholders around Minnesota on the harms of commercial tobacco, approaches to decrease commercial tobacco use and exposure, and strategies to address tobacco-related health inequities. <http://www.health.state.mn.us/communityvoices>

Youth Engagement User Guide. This guide focuses on the role youth play in advancing policy as part of a comprehensive tobacco control program. This guide provides information on the best practices for engaging youth as a part of a comprehensive program.

https://cphss.wustl.edu/Products/ProductsDocuments/UG_YouthEngagement.pdf

Policy, systems, and environmental change

A Practitioner’s Guide for Advancing Health Equity: Community Strategies for Preventing Chronic Disease. A how-to guide to design tobacco-free living strategies that address the needs of populations that have disproportionately higher rates of tobacco-use.

<http://www.cdc.gov/nccdphp/dch/pdfs/health-equity-guide/>

Best Practices for Comprehensive Tobacco Control Programs. An evidence-based guide to plan and establish effective tobacco control programs.

http://www.cdc.gov/tobacco/stateandcommunity/best_practices/pdfs/2014/comprehensive.pdf

Best Practices User Guide: Health Equity in Tobacco Prevention and Control. The purpose of this guide is to help tobacco control staff and partners implement evidence-based best practices by translating

research into practical guidance. This guide focuses on strategies (e.g., programs and interventions) that have shown strong or promising evidence of effectiveness.

<http://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf>

Healthcare Provider Reminder Systems, Provider Education, and Patient Education: Working with Healthcare Delivery Systems to Improve the Delivery of Tobacco Use Treatment to Patients.

<http://www.prevent.org/data/files/initiatives/tobaccousetreatment.pdf>

Policy Strategies: A Tobacco Control Guide. Local tobacco control policies are fundamental to the success of reducing tobacco use and exposure. As you begin planning and preparing, the following tobacco policy guide will help you develop your strategy.

https://cphss.wustl.edu/Products/Documents/CPHSS_TCLC_2014_PolicyStrategies1.pdf

Glossary of terms

Commercial tobacco

Commercial tobacco includes cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and e-cigarettes, *not* traditional tobacco that is used for spiritual or ceremonial purposes.

Community

A community is a group of people who have common characteristics or shared identity; communities can be defined by location, race, ethnicity, age, occupation, interest in particular problems or outcomes, or other similar common bonds. Ideally, there would be available assets and resources, as well as collective discussion, decision making and action.

Community engagement

The Centers for Disease Control and Prevention (CDC) defines community engagement as “the process of working collaboratively with groups of people who are affiliated by geographic proximity, special interests or similar situations with respect to issues affecting their well-being.”

Earned media

Coverage of a story without paying for media placements. Examples include letters to the editor, op-eds, coverage of press conferences, appearances on talk shows or local news programs, and on-air or print interviews. Such coverage is called “earned media” because you have to develop materials (e.g., news releases, press kits), work with reporters (e.g., by holding press conferences, proactively contacting reporters), and expend resources to get it; however, you do not pay for the placement of the messages in the stories.

Environmental change

Environmental change is a physical or material change to the economic, social or physical environment.

Health disparity

A population-based difference in health outcomes (e.g., women have more breast cancer than men).

Health equity

Health equity is a state where all persons, regardless of race, income, creed, sexual orientation, gender identification, age, or gender have the opportunity to be as healthy as they can – to reach their full “health potential.” Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities.

Health inequity

A health disparity based in inequitable, socially determined circumstances. For example, American Indians have higher rates of diabetes due to the disruption of their way of life and replacement of traditional foods with less healthy foods.

Policy

A policy may be a law, ordinance, resolution, mandate, regulation, or rule (both formal and informal). Examples are laws and regulations that restrict smoking in public buildings and organizational rules that provide time off during work hours for physical activity.

Policy, Systems, and Environmental Change

Policy, systems, and environmental (PSE) change is a way of modifying the environment to make healthy choices practical and available to all community members. By changing policies, systems, and/or environments, communities can help tackle health issues like obesity, diabetes, cancer, and other chronic diseases.

Social norms

Social norms are the rules of behavior that are considered acceptable in a group or society.

Systems Change

Changes that impact all elements of an organization, institution or system; they may include a policy or environmental change strategy.

Technical Assistance (TA)

An ongoing, systematic, and interactive process that is designed to achieve results and enable knowledge, skills, and abilities from research, policy, and practice to be shared through a variety of delivery methods.

Tobacco Exposure⁸

Tobacco exposure is exposure to side-stream smoke (the smoke released from the burning end of a cigarette), exhaled mainstream smoke (the smoke exhaled by the smoker, also called secondhand smoke) and/or third-hand smoke (the toxic residue from cigarette smoke that remains after the smoker has finished smoking).

⁸ Tobacco includes manufactured commercial tobacco (not traditional sacred, medicinal, spiritual, and ceremonial use of tobacco) regardless of delivery form.

Tobacco-Free⁸

Tobacco-free is the absence of cigarettes, chewing tobacco, snuff, snus or related tobacco products, and their residue, including smoke and spittle.

Tobacco Use⁸

Tobacco use is smoking, chewing or snuffing tobacco or tobacco-related products.

Training

A formal method used to deliver technical assistance and increase the knowledge, skills, and abilities of participants.