Minnesota Department of Human Services Economic Assistance and Employment Supports Division

Request for Proposals for Qualified Grantees to Provide Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)

Date of Publication: May 1, 2017

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I. Introduction

A. Purpose of Request

The Minnesota Department of Human Services, through its Economic Assistance and Employment Supports Division (State), is seeking Proposals from qualified Responders to provide Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) services to eligible SNAP E&T participants.

SNAP E&T is operated in accordance with applicable State and Federal laws and regulations. Successful proposals will be included in the Minnesota SNAP E&T plan, which will be submitted to the U.S. Department of Agriculture Food and Nutrition Service (FNS) of the United States Department of Agriculture for funding consideration and approval.

B. Objective

The objective of this Request for Proposal (RFP) is to contract with qualified Responder(s) to perform the tasks and services set forth in the RFP. The term of any resulting contract(s) is anticipated to run for one-year period according to the following schedule:

- **Cohort 1**: Contract term July 1, 2017 through September 30, 2018
- **Cohort 2**: Contract term January 1, 2018 through September 30, 2019
- **Cohort 3**: Contract term January 1, 2019 through September 20, 2020

Contract extensions are available on a case by case basis, for up to 5 additional years.

**Cohort 1:**
Up to 6 proposals will be selected for Cohort 1. Proposals must be submitted by 3:00 p.m. Central Time on May 22, 2017.

**Cohort 2 and 3:**
Proposals will be accepted and evaluated as State capacity allows. The submission deadline and number of selected proposals for Cohort 2 and Cohort 3 will be announced through written RFP addendums published by the State.

This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

C. Background

In Minnesota, the SNAP E&T program is administered by the Minnesota Department of Human Services in close partnership with the Department of Employment and Economic Development (DEED) and in accordance with the federal Food and Nutrition Act of 2008. The Act mandates that all non-exempt SNAP recipients (able-bodied adults without dependents or ABAWDs) register for work or participate in an employment and training program to maintain benefits for at least 20 hours per week to maintain their SNAP benefits beyond three counted months.

SNAP E&T, through strong partnerships, helps SNAP recipients access benefits, gain the skills needed to obtain gainful employment and successfully transition off public assistance. SNAP E&T expansion efforts will help improve SNAP recipients’ job skills to become market ready and create an array of employment and training opportunities that align with SNAP recipients’ interests and career goals.

Through this RFP, the State expects to meet the following priorities:

1. Develop a continuum of evidence-based employment and training services through partnerships.
2. Make available services that are responsive to participants’ needs, motivation, culture and abilities.
3. Build a range of support services to help participants succeed.
4. Work exclusively with diverse partners and employers.
5. Share progress on SNAP E&T expansion efforts and build capacity to serve SNAP recipients.
Additional background information about the SNAP E&T program the population this program seeks to serve can be found by following the links below:

E & T Policy and Guidance;
An Untapped Resource: Understanding SNAP E&T
DHS SNAP Program Reports

II. Scope of Work

A. Overview

This RFP provides background information and describes the services desired by the State. It delineates the requirements for this procurement and specifies the contractual conditions required by the State. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

Services desired by the State
The State is seeking eligible service providers, including non-profit organizations, local units of government and tribal governments, to implement SNAP E&T expansion efforts. The State wishes to engage a broader range of service providers to bring new tools, resources and capacity to build a better, stronger and more robust SNAP E&T program.

The State is committed to building a jobs-driven SNAP E&T program by elevating best practices that help SNAP participants gain the skills they need for jobs that employers are looking to fill. As SNAP participants gain the skills employers are seeking, they can move into stable employment that pays a family-supporting wage, increase independence and concurrently reduce their dependency on public assistance.

Target Population
ABAWDs between the ages of 18-50, that have no dependents under age 18, and are considered mentally and physically fit for work. These recipients constitute Minnesota’s mandatory program.

The State will also offer employment and training services to SNAP recipients who are not ABAWDs, but who voluntarily choose to participate in SNAP E&T. The program provides orientation, assessment, development of an employment plan, training as well as support services to program participants along with a range of activities.

Service Components
Minnesota is required to develop and operate a SNAP E&T program that consists of one and/or more of the employment and/or training components determined by the FNS. The table 1 below indicates approved components.

<table>
<thead>
<tr>
<th>Allowable Component</th>
<th>Activity Type</th>
<th>Definition/Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Job search *</td>
<td>Individual participant effort includes telephone calling, walk-in contacts, and completion of applications, interviews, and record-keeping with progress to be reviewed by staff.</td>
</tr>
<tr>
<td>Non-education, Non-work Components</td>
<td>Job seeking skills/job club *</td>
<td>Structured group sessions ranging from 4 to 20 total hours weekly, with schedules left to the discretion of ESPs. Sessions cover resume writing, finding job openings, telephone techniques, completion of applications, interviewing techniques (with mock interviews), and motivational issues.</td>
</tr>
<tr>
<td></td>
<td>Job retention services</td>
<td>SNAP E&amp;T participants who’s SNAP has closed due to increased earnings will be offered 90 days of retention services.</td>
</tr>
</tbody>
</table>
## Allowable Component

<table>
<thead>
<tr>
<th>Allowable Component</th>
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</thead>
<tbody>
<tr>
<td><strong>Education Components</strong></td>
</tr>
<tr>
<td><strong>Activity Type</strong></td>
</tr>
<tr>
<td>Basic education</td>
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<tr>
<td>Vocational training</td>
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<tr>
<td><strong>Work Components</strong></td>
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<tr>
<td>Workfare</td>
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<tr>
<td>Work experience</td>
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<tr>
<td><strong>Other Activities</strong></td>
</tr>
<tr>
<td>Orientation</td>
</tr>
<tr>
<td>Assessment and Employment plan</td>
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<tr>
<td>Social services</td>
</tr>
</tbody>
</table>

*NOTE: Participation in Job Search, Job Seeking Skills, and Job Club are not countable activities unless participation hours in them constitute less than 50% of the required 80 hours per month.

### Funding Requirements

Service providers must pay one hundred percent (100%) of the cost of operating a SNAP E&T program using non-federal funding and seek up to fifty percent (50%) reimbursement of allowable and eligible costs from the State. The non-federal share cannot be used to match another federal program and must be available throughout the year. In-kind sources cannot be use as match.

Funds must be expended on allowable, reasonable and necessary services for eligible SNAP participants; and approved under Minnesota’s SNAP E&T Plan by FNS. If selected, service providers will be notified of inclusion in Minnesota’s SNAP E&T Plan, however services will begin upon notification from FNS that the State Plan, as amended, is approved.

The SNAP E&T Plan is submitted in early August for approval for the subsequent federal fiscal year beginning October 1st, or Amended throughout the year as program changes are needed. An approved plan must be in place before the state can implement a SNAP E&T program.

### B. Tasks/Deliverables

Please review **Appendix A- Prospective Provider Packet** for task and deliverables.
III. Proposal Format

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section II - Scope of Work and agree to the contract conditions specified throughout the RFP.

A. Required Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and uniquely identified with labeled tabs.

1. Table of Contents

2. Proposal Contents

   a. Form 1: Application Package Cover Page
   b. Form 2: Assessment
   c. Form 3: Financial Capacity
   d. Form 4: Coordination and Equity
   e. Form 5: Proposed Services and Activities
   f. Form 6: Budget
   g. Form 7: Budget Narrative
   h. Form 8: Assurances

3. Required Statements (See following section for more detail on each Required Statement)

   a. Responder Information and Declarations
   b. Exceptions to Terms and Conditions
   c. Affidavit of Noncollusion
   d. Trade Secret/Confidential Data Notification
   e. Submission of Certified Financial Audit, IRS Form 990, or Most Recent Board-Reviewed Financial Statements
   f. Disclosure of Funding Form
   g. Human Rights Compliance
      1. Affirmative Action Data Page
      2. Equal Pay Certificate
   h. Certification and Restriction on Lobbying

4. Appendices

Any additional information thought to be relevant, but not applicable to the prescribed format, may be included in the Appendix of your Proposal.

B. Required Statements

Complete the correlating forms found in eDocs by searching for the form numbers referenced below, or pasting the form file path name found in the footnotes below to your browser, and submit them as the “Required Statements” section of your Proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness.

1 http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp
1. Responder Information and Declarations (Responder Information/Declarations Form DHS-7020-ENG): Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, the State reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations, or makes a disclosure which evidences a conflict of interest.

2. Exceptions to RFP Terms (Exceptions to Terms and Conditions Form DHS-7019-ENG): The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.

3. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021): Each Responder must complete and submit the attached “Affidavit of Noncollusion” form. A Proposal will fail this component if an Affidavit of Noncollusion is not submitted.

4. Trade Secret/Confidential Data Notification (Trade Secret/Confidential Data Notice Form- DHS-7015-ENG): All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the grant contract or by law.

If the Responder submits information in response to this RFP it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.37, and the Responder does not want such data used or disclosed for any purpose other than the evaluation of this Proposal, the Responder must:

a. Clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “TRADE SECRET” or “CONFIDENTIAL” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;

b. Fill out and submit the attached “Trade Secret/Confidential Information Notification Form,” specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;

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2 https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7020-ENG
3 https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7019-ENG
4 https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7021-ENG
5 https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7015-ENG
c. Satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minnesota Statutes section 13.37 and the factors discussed in Prairie Island Indian Community v. Minnesota Dept. of Public Safety, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for Proposal information; and

d. Defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPS, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

The State reserves the right to reject a claim if it determines responder has not met the burden of establishing that the information constitutes a trade secret or is confidential. The State will not consider prices or costs submitted by the responder to be trade secret materials. Any decision by the State to disclose information designated by the responder as trade secret/confidential will be made consistent with the Minnesota Government Data Practices Act and other relevant laws and regulations. If certain information is found to constitute a trade secret/confidential, the remainder of the Proposal will become public; only the trade secret/confidential information will be removed and remain nonpublic.

The State also retains the right to use any or all system ideas presented in any Proposal received in response to this RFP unless the Responder presents a positive statement of objection in the Proposal. Exceptions to such Responder objections include: (1) public data, (2) ideas which were known to the State before submission of such Proposal, or (3) ideas which properly became known to the State thereafter through other sources or through acceptance of the Responder’s Proposal.

A Proposal may fail if a Trade Secret/Confidential Data form is not completed and submitted with the proposal.

5. Documentation to Establish Fiscal Responsibility: The successful Responder must be fiscally responsible. Therefore, Responders must include in their Proposals sufficient financial documentation to establish their financial stability.

IRS Form 990s.

If a Responder is a not-for-profit organization that completed an IRS Form 990 in 2014, Responder must submit its IRS Form 990.

If Responder is concerned that its 2014 IRS Form 990 does not demonstrate its fiscal responsibility, it may supplement its application with any of the additional material described below. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than $25,000 in annual gross receipts over the past three tax years. Please also submit any information about any pending major accusations that could affect your financial stability.

Organizations without 2014 IRS Form 990s:

1. Organizations that have not completed an IRS Form 990 should submit a certified financial audit if they have one. A certified financial audit is a review of an organization’s financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization’s financial position and if organizational procedures are in accordance with Generally Accepted Accounting Principles (GAAP). Any organization with an annual revenue greater than $750,000 is required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than $750,000.
(2) If the organization does not have a certified financial audit, the organization must submit its most recent board-reviewed financial statements if it has a board.

(3) If the organization does not have a certified financial audit or board-reviewed financial statements because it does not have a board, the organization should submit a certified statement of assets and debts (balance sheet) and evidence of cash flow including amounts in a checking account.

Responders may also include documentations of cash reserves to prevent shortages or delays in receipt of revenue, and/or any other documents sufficient to substantiate responsible fiscal management.

State may request additional information from these Responders as necessary to determine financial stability.

All Responders must submit any information about any pending major accusations that could affect your financial stability.

In the event a Responder is either substantially or wholly owned by another corporate entity, the Proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Responder in each and every term, covenant, and condition of such contract as may be executed by the parties.

If the Responder is a county government or a multi-county human services agency that has 1.) had an audit in the last year by the State Auditor or an outside auditing firm, or 2) meets the requirements of the Single Audit Act, the Responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county’s financial status.

The information collected from these inquiries will be used in the State’s determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization’s Proposal will be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a Responder’s financial reliability. If a Responder’s submission in response to this component does not demonstrate its financial stability, the Responder may fail this requirement and be disqualified from further consideration.

6. Disclosure of Funding Form (Disclosure of Funding Form- DHS-7018-ENG)[6]

Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required.

In order to comply with federal law and to collect this information, Responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires Responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a Responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform). The Responder must have a DUNS number before their response is submitted.

7. Human Rights Compliance

[6] https://edocs.dhs.state.mn.us/lfserv/Public/DHS-7018-ENG
a. Affirmative Action Certification. *(Affirmative Action Data Page- DHS-7016-ENG)*: For all contracts estimated to be in excess of $100,000, Responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”


(i.) Scope. Pursuant to Minnesota Statutes, section 363A.44, the State shall not execute a contract for goods or services or an agreement for goods or services in excess of $500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this section would cause undue hardship on the business. This section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

(ii.). Application. If your response to this RFP is or could be within the scope of Minnesota Statutes, section 363A.44, you must apply for an equal pay certificate by paying a $150 filing fee and submitting an equal pay compliance statement to the Minnesota Department of Human Rights (“MDHR”). MDHR’s Equal Pay Certificate Application Form can be obtained at [http://mn.gov/mdhr/compliance/forms.html](http://mn.gov/mdhr/compliance/forms.html). It is your sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this proposal and obtain the certification prior to the execution of any resulting contract.

(iii.) Revocation of Contract. If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by DHS upon notice that the MDHR has suspended or revoked the certificate of the business.

(iv.). Equal Pay Certificate Compliance Form. You must complete the Equal Pay Certificate of Compliance Form and submit it with your Proposal. The Equal Pay Certificate of Compliance Form can be obtained at [https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG](https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG).

8. Certification Regarding Lobbying *(Certificate Regarding Lobbying Form- DHS-7017-ENG)*: Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached “Certification Regarding Lobbying” form.

IV. RFP Process

B. Responders’ Questions

Responders’ questions regarding this RFP must be submitted in writing via e-mail prior to 3:00 p.m. Central Time on May 9, 2017. All questions must be e-mailed to:

[barb.alt@state.mn.us](mailto:barb.alt@state.mn.us)

Subject Line: Questions SNAP E&T Request for Proposals

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7 [https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG](https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7016-ENG)
8 [https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG](https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7075-ENG)
9 [https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7017-ENG](https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7017-ENG)
Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Responders.

Every attempt will be made to provide answers timely; with the intent that they are posted no later than May 12, 2017, answers will be posted on the Frequently Asked Questions (FAQ) website.

**Cohort 2 and 3:**
Proposals will be accepted and evaluated as State capacity allows. The submission deadline and number of selected proposals, and responders’ questions deadline for Cohort 2 and Cohort 3 will be announced through written RFP addendums published by the State.

**C. Proposal Submission**

One (1) original and nine (9) copies of the Proposal must be submitted. Proposals must be physically received (not postmarked) by 3:00 p.m. Central Time on May 22, 2017 to be considered. Late Proposals, faxed or e-mailed Proposals will not be accepted.

Clearly label the original "Proposal – Original" and each copy “Proposal – Copy”. All Proposals, including required copies, must be submitted in a single sealed package. The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced, and each section indexed with label tabs. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder’s discretion. Attachments must be limited to those required by this RFP.

The above-referenced packages and all correspondence related to this RFP must be delivered to:

Attention: Barb Alt  
MN Department of Human Services  
444 Lafayette Road North  
PO Box 64962  
St. Paul, Minnesota 55155  
Phone: (651) 431-3884

It is solely the responsibility of each Responder to assure that their Proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.

**Cohort 2 and 3:**
Proposals will be accepted and evaluated as State capacity allows. The submission deadline and number of selected proposals, and responders’ questions deadline for Cohort 2 and Cohort 3 will be announced through written RFP addendums published by the State.

**V. Proposal Evaluation and Selection**

**A. Overview of Evaluation Methodology**

1. All responsive Proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on “best value” as specified below, using a 100 point scale. The evaluation will be conducted in three phases:

   a. Phase I   Required Statements Review  
   b. Phase II  Evaluation of Proposal Requirements  
   c. Phase III Selection of the Successful Responder(s)
2. During the evaluation process, all information concerning the Proposals submitted, except identity, address, and the amount requested by Responder, will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a Responder’s Proposal, including an audit of the reasonableness of any Proposal.

**B. Evaluation Team**

1. A evaluation team will be selected to evaluate Responder Proposals.

2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

**C. Evaluation Phases**

At any time during the evaluation phases, the State may, at the State’s discretion, contact a Responder to (1) provide further or missing information or clarification of their Proposal, (2) provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. **Phase I: Required Statements Review**

   The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in these sections to move to Phase II.

2. **Phase II: Evaluation of Technical Requirements of Proposals**

   a. Points have been assigned to these component areas. The total possible points for these component areas are as follows:

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<th>Forms</th>
<th>Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>Organizational Capacity</td>
<td>Organizational capacity fits SNAP E&amp;T—services and training; clients served, tracking data, tracking and allocating costs, partnerships, outcomes, sources of non-federal funding.</td>
<td>*30</td>
</tr>
<tr>
<td>Coordination and Equity</td>
<td>Strong collaboration, organizational diversity and equity.</td>
<td>30</td>
</tr>
<tr>
<td>Proposed Services &amp; Activities</td>
<td>Proposed services and activities are allowable and achievable; align with and potential to help achieve SNAP E&amp;T goals; appropriate to service population size and needs; funding source is eligible for reimbursement.</td>
<td>30</td>
</tr>
<tr>
<td>Financial Capacity Budget</td>
<td>Meets financial and business requirements. Costs are reasonable, descriptive and complete. Assurances are checked.</td>
<td>30</td>
</tr>
<tr>
<td>Assurances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Target Population</td>
<td>Priority service areas; efforts to reach and serve overrepresented groups.</td>
<td>10</td>
</tr>
</tbody>
</table>

* Only proposals with a 20 or more Organizational Capacity Points will be forwarded to the Proposal Evaluation Team.

Total Points: 100
b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be
evaluated on the Responder’s understanding and the quality and completeness of the Responder’s approach and solution to
the problems or issues presented. All component scores will then be added together to create a proposal's total score.

3. Phase III: Selection of the Successful Responder(s)

a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.

b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).

c. The State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial
evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for
evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a
result of the new information.

d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful
Responder(s), if any, will be selected approximately one month after the Proposal submission due date.

D. Contract Negotiations and Unsuccessful Responder Notice

If a Responder(s) is selected, the State will notify the successful Responder(s) in writing of their selection and the State’s
desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected
Responder(s), all submitted Proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend
another Responder(s).

After the State and chosen Responder(s) have successfully negotiated a contract, the State will notify the unsuccessful
Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be
available for Responders to review, upon request.

VI. Required Contract Terms and Conditions

A. Requirements. All Responders must be willing to comply with all state and federal legal requirements regarding the
performance of the grant contract. The requirements are set forth throughout this RFP and are contained in the attached
grant contract in the Appendix.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of the State of Minnesota.
Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be
brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising
here from in which the State is a party must be the United States District Court for the State of Minnesota.

C. Travel. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of
the grant contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the
commissioner of Minnesota Management and Budget. Reimbursements will not be made 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. Preparation Costs. The State is not liable for any cost incurred by Responders in the preparation and production of a
Proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the
Responder voluntarily assumes risk of non-payment.
E. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
1. The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

G. Insurance Requirements

1. Responder shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.

2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

   a. Workers’ Compensation Insurance: Except as provided below, Responder must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Responder will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum amounts are as follows:
      
      $100,000 – Bodily Injury by Disease per employee  
      $500,000 – Bodily Injury by Disease aggregate  
      $100,000 – Bodily Injury by Accident  

      If Minnesota Statute, section 176.041 exempts Responder from Workers’ Compensation insurance or if the Responder has no employees in the State of Minnesota, Responder must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Responder from the Minnesota Workers’ Compensation requirements.

      If during the course of the grant contract the Responder becomes eligible for Workers’ Compensation, the Responder must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

   b. Commercial General Liability: Responder is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Responder or by a subcontractor or by anyone directly or indirectly employed by the Responder under the grant contract. Insurance minimum amounts are as follows:
      
      $2,000,000 – per occurrence  
      $2,000,000 – annual aggregate  
      $2,000,000 – annual aggregate – Products/Completed Operations  

      The following coverages shall be included:
      
      Premises and Operations Bodily Injury and Property Damage  
      Personal and Advertising Injury  
      Blanket Contractual Liability  
      Products and Completed Operations Liability  
      Other; if applicable. please list_____________________.  
      State of Minnesota named as an Additional Insured, to the extent permitted by law.

   c. Commercial Automobile Liability: Responder is required to maintain insurance protecting the Responder from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any
work is subcontracted the Responder will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile
d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

This policy will provide coverage for all claims the Responder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Responder’s professional services required under the grant contract.

Responder is required to carry the following minimum amounts:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Responder and may not exceed $50,000 without the written approval of the State. If the Responder desires authority from the State to have a deductible in a higher amount, the Responder shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Responder to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and Responder shall maintain such insurance for a period of at least three (3) years, following completion of the work. Responder if Responder discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may Responders provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Responder must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

3. Additional Insurance Conditions:

a. Responder’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Responder’s performance under this grant contract;

b. If Responder receives a cancellation notice from an insurance carrier affording coverage herein, Responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

c. Responder is responsible for payment of grant contract related insurance premiums and deductibles;
d. If Responder is self-insured, a Certificate of Self-Insurance must be attached;

e. Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and

f. Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and

g. An Umbrella or Excess Liability insurance policy may be used to supplement the Responder’s policy limits to satisfy the full policy limits required by the grant contract.

4. The State reserves the right to immediately terminate the grant contract if the Responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Responder. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

5. The successful Responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract.

H. Accessibility Standards

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards. The relevant requirements are contained under the “Standards” tab. Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

VII. State’s Authority

1. The State may:

   A. Reject any and all Proposals received in response to this RFP;

   B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;

   C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

   D. Select for contract or for negotiations a Proposal which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;

   E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State, and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;

   F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

   G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;
H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years;

I. Cancel the RFP at any time and for any reason with no cost or penalty to the State; and

J. The State will not be liable for any errors in the RFP or other responses related to the RFP.

2. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R., sec. 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

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Appendix A: Minnesota SNAP E&T Prospective Provide Packet

Welcome
Thank you for your interest in partnering with the Minnesota Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) program. It is an exciting time to be part of SNAP E&T as efforts are underway to expand employment and training opportunities to serve a wider range of SNAP recipients.

How do we do this? We utilize collaborative partnerships. The state, in collaboration with multiple partners—federal, state, county, tribal, educational and community based organizations and other partnerships—are working together to prepare SNAP recipients for the workforce by growing their skills, helping them find employment and decrease dependency on public assistance. Our success is built on the foundation of a strong collaborative culture amongst partners. Information presented in this document will help you understand more about SNAP E&T and provide more clarity if this is a good fit for your organization or agency.

What is the SNAP Employment and Training program?
The SNAP Employment and Training (SNAP E&T) program helps SNAP recipients improve their employment prospects and wage potential through participation in job search, training, education or workfare activities. The goal is to assist recipients in obtaining a livable wage, leading toward self-sufficiency.

The federal government requires each state to develop and implement an employment and training program for SNAP recipients. States have the flexibility to shape the size and scope of their programs.

In Minnesota, the SNAP E&T program is administered by the Department of Human Services (DHS) in close partnership with the Department of Employment and Economic Development (DEED). The program requires local annual plans be developed which reflect service strategies and coordination of services. SNAP E&T recipients and services provided are tracked by Minnesota’s Statewide Workforce Center System, known as WorkForce One (WF1). Eligibility for SNAP benefits are determined by counties and tribes using the automated eligibility system, MAXIS.

Minnesota currently operates a SNAP E&T program, where able bodied adults without dependents (ABAWDs) are required to work or participate in employment and training programs for at least 20 hours per week to maintain their SNAP benefits beyond three counted months. ABAWDs are SNAP recipients between the ages of 18-50, have no dependents under age 18, and are considered mentally and physically fit for work. These recipients constitute Minnesota’s mandatory program.

The state also offers employment and training services to SNAP recipients who are not ABAWDs, but who voluntarily choose to participate in SNAP E&T. The program provides orientation, assessment, development of an employment plan, training as well as support services to program participants along with a range of activities.

The impact of the SNAP Employment and Training program
Since 2003, the SNAP E&T program has focused services on ABAWDs. When Minnesota lost its ABAWD waiver in 2013, between 35,000 and 45,000 ABAWDs have lost their SNAP benefits. In addition to current and terminated ABAWDs, non-ABAWD recipients could also participate in employment and training programs to grow their skills and enter the workforce with the opportunity to increase their earnings and become self-sufficient. Limited funding has slowed the ability to provide a greater range of employment and training opportunities for these SNAP recipients.

In order to reach and serve a larger portion of ABAWDs and other SNAP recipients, the state is building the capacity to leverage additional funds through federal financial participation. This strategy entails identifying non-federal dollars, such as state, local or philanthropic funds, to provide training and support to SNAP recipients and seek a fifty percent (50%) of allowable and eligible reimbursement. Refer to chart on “SNAP Employment and Training: 50/50 Funding Stream” on page 25.
To reach this goal, the state is seeking to establish partnerships, identify sources of matching contributions and develop third party reimbursement processes. This packet provides guidelines for roles and responsibilities for third party or community based organization interested in providing SNAP E&T services to eligible SNAP E&T recipients.

Provider roles and responsibilities
Partner agencies are responsible for providing SNAP E&T services directly to SNAP recipients. These services include an assessment of recipients to determine SNAP E&T activities and case management. The assessment is an in-depth evaluation of employability skills, participation in skills development opportunities and supports needed to successfully complete training and job placement. Based on the assessment, a partner agency places the participant in the appropriate SNAP E&T activities to move the participant toward employment. Verification of SNAP eligibility must be done each month that a recipient participates in SNAP E&T activities.

Partner agencies are responsible for tracking costs, maintaining records and invoicing according to federal and state regulations. In the third-party reimbursement model, a partner agency puts forward the cost of program operations, including assessment, case management, and SNAP E&T activities and support services. Partner funds used to leverage the SNAP E&T program funds cannot originate from a federal source. DHS then reimburses the partner at 50 percent of allowable SNAP E&T expenditures. The program is intended to increase the capacity of a partner’s service delivery and cannot supplant another funding source.

Services and activities a Provider could offer
SNAP E&T services are designed to help SNAP recipients move promptly into employment. Partner agencies are not required to provide all of these services; this is a comprehensive list of Minnesota’s SNAP E&T allowable activities.

Orientation
Participants must receive services within 30 days of a SNAP eligibility determination. While this is not a countable activity, it is required by state statute. Orientation must inform the participant of:

- Participation in SNAP E&T;
- Information on contacting the employment service provider (ESP);
- Services and supports available through SNAP E&T program and other providers of similar services;
- Using SNAP as a temporary means of supplementing the family’s needs until the family achieves self-sufficiency through training, skills development and employment.

Orientations may be provided through audio-visual methods, but participants must have the opportunity for face-to-face interaction with program staff. Minnesota has an orientation video that is posted on YouTube. The English version of the orientation video can be accessed by the following link:
(https://www.youtube.com/watch?v=gD0aLOqU534&feature=youtu.be)
Assessment and employment plan
Individualized employability assessments are required for participants within 30 days of an eligibility determination. Employment service plans must consider the following when preparing an assessment:

- the person's literacy
- ability to communicate in the English language
- educational and employment histories
- occupational and employment assets, and additional skills development opportunities compatible with recipient employment goals
- barriers to employment

This information is incorporated into an employment plan (EP). Assessments are completed in person with client input. Like orientation, this activity is not countable, but is required by law.

The results of individual assessments are used to develop EPs. Employment plan goals and activities must be achievable and directly relate to participant self-sufficiency. Employment plans are completed in an interactive, face to face meeting with participants. Both provider and participant sign the document. EPs must be written at or below the 7th grade reading level. Participants must receive a copy of the signed EP. Plans also specify support services necessary to keep participant engaged and to achieve stated goals.

Volunteers who are determined to be functionally illiterate, the county agency or designated ESP must assign suitable participants to openings in literacy programs and provide transportation to ensure that participants have the opportunity to complete the required training.

Job Seeking Skills/Job Club
Job seeking skills/job club are structured group sessions ranging from 4 to 20 total hours per week, with schedules left to the discretion of E&T providers. Sessions cover resume writing, finding job openings, telephone techniques, completion of applications, interviewing techniques with mock interviews, and motivational issues. Sessions normally include out-of-class assignments.

Job Search
Job Search enhances the job readiness of participants by teaching them job seeking techniques, increasing job search motivation and boosting self-confidence.

Individual participant effort includes telephone calling, walk-in contacts, and completion of applications, interviews, and record-keeping with progress to be reviewed by staff. This is tracked by hours. Certain aspects of this activity, such as the duration and the number of job contacts required, may vary among local areas.

Participation in Job Search, Job Seeking Skills and Job Club are not countable activities unless participation hours in them constitute less than 50 percent of the required 80 hours per month.
Education
Education includes a wide range of activities that improve skills and the employability of SNAP recipients. Training programs are selected based on the availability of jobs and the participant’s ability to succeed in completion of course work. Minnesota uses two different types of education components.

- **Basic Education** includes contextualized programs such as English as a Second Language, high school equivalency, high school completion, Adult Basic Education, Minnesota Adult Diploma Program, Bridge Programming and credential attainments.

- **Career or Technical Training** improves the employability of participants by providing training in a skill or trade, thereby allowing participants to move directly and promptly into employment. This service is typically provided by colleges or training institutions that provide a certification or diploma, but may not necessarily result in credit based learning. This includes FastTRAC/Career Pathways and Minnesota Job Skills Partnership. Vocational training is limited to two years or less.

Workfare
Workfare is a component in which SNAP recipients are required to work off the value of their household’s monthly SNAP allotment through an assignment at a private or public non-profit agency as a condition of eligibility. In lieu of wages, workfare participants receive compensation in the form of their household’s monthly benefit allotment. The primary goal of workfare is to improve employability and encourage individuals to move into regular employment while returning something of value to the community. Workfare assignments cannot replace or prevent the employment of regular employees. Workfare assignments must provide the same benefits and working conditions provided to regular employees performing comparable work for comparable hours.

Work Experience
Work Experience is designed to improve the employability of participants through actual work experience and/or training. The goal of this experience is to enable participants to move into regular employment. In contrast to the workfare component, work experience placements can be with private, for-profit companies. Work experience assignments may not replace the employment of a regularly employed individual, and they must provide the same benefits and working conditions provided to regularly employed individuals performing similar work for equal hours. SNAP ET providers can place E&T participants in work experience positions with private sector entities. However, households that include work experience participants must not be required to work more hours monthly than the total obtained by dividing the household’s monthly SNAP allotment by the Federal minimum wage. Depending on the amount of the household’s monthly SNAP allotment, mandatory E&T participants can be required to work up to 30 hours per week, and the individual’s total hours of participation in both work and non–work components is limited to 120 hours per month.

Social Services
Social Services is a non-work component consisting of referrals to agencies and/or programs designed to assist participants with overcoming personal and family barriers impeding successful transitions to work. SNAP E&T case managers use other specialized providers to assist clients as part of meeting the goals of their employment plans. Social services must not exceed more than 49 percent of the monthly required 80 hours and must not be used to exempt a person from participation.

Retention
The Retention activity is used when participants gain employment and go off SNAP due to increased income. Job retention services provided to individuals who have secured employment to help them achieve satisfactory performance, retain employment and increase earnings over time. These services are available to participants up to 90 days from the date of employment. Job retention services can include support services including clothing, equipment or tools and transportation. Job retention services can also include post-employment counseling, coaching and other case management activities.

For providers to claim reimbursement for supports and case management services, retention must be opened in WF1 on the date employment commences and hours tracked. Services can be provided for no more than 90 days from the start date of the retention activity. Services offered after that close date are not authorized or reimbursed by the state.
ABAWDs who are participating in Dislocated Worker programs, Workforce Innovation and Opportunity Act (WIOA) or Trade Adjustment Assistance programs are considered to be complying with the work requirements. No hour tracking is necessary, but case notes should reflect their status with these programs.

**Support Services**

Support services are designed to assist participants in overcoming barriers that prevent them from engaging in employment and training components. These services can include transportation assistance, safety clothing, temporary housing and utility assistance, personal hygiene and grooming, school supplies, and tools or equipment needed to secure employment.

**Potential Provider agency capacity checklist**

There are four very important factors the state must consider in evaluating the capacity of a potential SNAP E&T partner agency. The administrative requirements of an E&T program can be strenuous for smaller agencies. Potential partners are evaluated on their capacity to assess and enroll participants in appropriate activities, track and record participant progress, track costs and accurately invoice for reimbursement. Agencies are also evaluated on their ability to improve the chances for individual success by helping to remove barriers to employment. Potential partner capacity will be evaluated using the following:

**Agency/Business capacity**

1. Does your agency have the legal right to conduct business with the state of Minnesota or the federal government? (This includes having a current business license, valid DUNS number and not having a prohibition/restriction to contract with government.)
2. Has your agency had any lawsuits filed or pending investigations against it in the last 10 years?
3. Has your agency failed to complete a contractual obligation, received a termination of contract for default, or been the recipient of a tax lien by either the federal government or state of Minnesota in the past 10 years?
4. Has your agency assessed risks (i.e. staff criminal background checks, violent offenders, physical office/learning conditions) related to providing services, and what safety procedures has your agency put in place?
5. What partnerships does your agency have with current SNAP E&T providers or agencies that provide related services?
6. Do agency staff that directly serve clients have certifications or accreditations related to their position?
7. Does your agency have procedures and safeguards in place to protect confidential information?

**Service capacity**

1. Does your agency offer appropriate and allowable employment and training activities and/or related support services listed in the “Services and activities a Provider could offer” section or will it have to create new activities for SNAP E&T clients? How many years has your agency offered these services?
2. Does your agency subcontract or pay other agencies/nonemployees to provide services?
3. Are your agency’s services open to all individuals who are legally entitled to work in the United States without regard to race, religion, sexual orientation, gender?
4. Is your agency able to recruit and assess its own participants? (Service providers may partner with another agency that will provide referrals for support services.)
5. Does your agency market to specific demographics (i.e., limited-English speakers, homeless, minorities, etc.)?
6. What approximate percent of your current and potential clients are SNAP recipients or households with low incomes potentially eligible for SNAP?
7. What geographical areas of Minnesota does your agency market to and provide services?
8. Is your agency aligned with local labor market and employers needs leading to living-wage employment? (Living-wage typically means not having to rely on public benefits.)
9. Does your agency have the ability to assess potential participants and place them in appropriate and allowable activities?
10. Does your agency provide (or have the ability to develop) support for newly employed participants such as resolution of on-the-job issues and support services (i.e. retention services)?
11. Does your agency transport clients? If so, does your agency have a vehicle and separate insurance?
12. What support services/participant reimbursements (such as transportation vouchers, clothing and books) can your agency provide?

Data/information systems capacity

1. Does your agency have the capacity to communicate electronically, including using the WorkForce One (WF1) system and secure email?
2. Does your agency have a database where you track participant information, program participation and services, and employment outcomes? If so, is your agency able to add fields and design custom reports in your participant database?
3. Does your agency have the staff resources to regularly enter data into the WF1 system, including monthly case notes that report participant progress?

Financial capacity

1. Does your agency have funding useable for employment and training services that is:
   a. Non-federal
   b. Not committed as a match for other federally funded programs
   c. Available throughout the federal fiscal year (October 1 through September 30)?
2. Does your agency have the cash-flow to upfront costs to support a SNAP E&T program? Will your agency be able to handle delays between outlays and reimbursement? (Contractors must pay for services first then bill DHS for 50 percent reimbursement of incurred expenses.)
3. Does your agency have experience with a federal grant? Will it be able to track federal funds and guarantee that the source of matching funds is non-federal and allowable?
4. Can your agency store records for up to seven years (or as mandated by law) for audits, monitoring and review by state and/or federal agencies?
5. As all SNAP E&T funds are federal sub-recipient awards, are you willing to participate in any required federal audits, visits or other mandated reporting requirements?
6. Does your agency already allocate costs to other federal, state or local grants?
7. Does your agency’s cost allocation plan charge all grants consistently? What cost allocation method your agency uses or would use for SNAP E&T.
8. Can your agency track costs and appropriately allocate expenses?
9. Does your agency have the capacity to track and invoice for staff time spent on the SNAP E&T program? (Partner agencies must keep time records in order to bill for its staff.)
10. Does your agency have the capacity to prepare and submit monthly or quarterly invoices based on SNAP E&T participation and program expenditure data? What procedures/policies are in place for invoicing?
Becoming a SNAP Employment and Training provider

The state uses a rolling RFP to select the first and subsequent cohorts of E&T providers. If your agency has the capacity and resources to manage the SNAP E&T program requirements and services described above, and interested in becoming a provider, you can apply when the RFP becomes available.

All contracted providers will have access to the state’s Enterprise Grants Management System (EGMS), Workforce One (WF1) and MAXIS. Required Financial Status Reports (FSR) must be submitted through EGMS by the 30th of the following month for each month of the grant period. All expenses must be incurred to be eligible for reimbursement. Monthly FSR must be submitted regardless if expenses were incurred or not. Failure to submit monthly FSR reports may impact an organization's performance standing. Contracted providers will also be required to enter data into WF1 in order to serve participants. DHS and DEED will use WF1 data to measure and monitor program and client progress. The department will also collect data from monthly reports on participants served, funds expended and reimbursements claimed through the state’s invoicing and reimbursement process. Additional reporting requirements will be detailed in the final contract.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity employer.
SNAP E&T: 50/50 Funding Stream

Requirements

Non-federal Funds
The source of funds eligible for reimbursement must be non-federal, including state, county, city, foundations, social venture funds, state needs grants and tuition set-aside grants.

Not used as a Match
Not committed as a match for other federally funded programs
Available throughout the federal fiscal year (FFY)

Expended on Eligible Recipients
On SNAP and not receiving TANF cash assistance
Available to any SNAP recipients who are working or intend to work

Fund Eligible Services
Eligible costs include administrative, program and participant supports
Must be allowable, necessary and reasonable and directly related to participation in E&T

Request Reimbursement
FNS will reimburse 50 percent of allowable expended costs.
Tribes are reimbursed 75 percent for programs on a reservation serving reservation residents

How it Works

Eligible Participant
On SNAP at the time the cost was incurred (except job retention)
Not receiving TANF cash assistance
Able to work upon program completion

Participant Assessment
Assessed for SNAP E&T eligibility
Assessed for employment and training needs and/or interests

Enroll in E&T or Co-enroll
Enroll in SNAP E&T
Co-enrolled in another program

Employment plan
Engage in E&T activities
Job search/job search training
Workfare or community service
Work experience, including on-the-job training, apprenticeship, etc.
Educational programs including basic skills and English language learning directly linked to employment
Vocational education
Job retention for 90 days post-employment

Supportive Services
Reasonably necessary and directly related to participation in E&T activities, including:
- Transportation
- Dependent care costs
- Safety equipment
- Supplies and books

FFY: Federal Fiscal Year
TANF: Temporary Assistance to Needy Families
SNAP: Supplemental Nutrition Assistance Program
# FORM 1: Application Package Cover Page

Minnesota Department of Human Services  
Economic Assistance and Employment Supports Division  
For FFY 2017 – 2018

## Organization

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>Click here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Grantee Web Site URL:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Counties/Area Served:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Federal ID Number:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>DUNS Number:</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

## Contacts

<table>
<thead>
<tr>
<th>Executive Director’s Name:</th>
<th>Click here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Board Chair’s Name:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Fiscal Director’s Name:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Project/Site Manager Contact’s Name:</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

## Board Approval

| Date Application approved by Grantee’s Governing Board: | Click here to enter text. |
Form 2: Assessment

Section 1: Organization

a) Organization name:
   
   Click here to enter text.

b) Is your organization’s service area in the 7-county metro area?
   
   ☐ Yes  ☐ No

c) Is your organization in a county or geographic area that:  [check all that apply]
   
   ☐ That currently provides SNAP E&T   ☐ Choose not to administer SNAP E&T
   
   ☐ Is exempt (FNS waiver) from SNAP E&T

d) Name of the service location county or counties (if more than one):
   
   Click here to enter text.

e) Please provide below a brief description of your organization.
   
   Click here to enter text.

f) Organization type [check all that apply]
   
   ☐ Provider of job readiness training   ☐ Adult Basic Education
   
   ☐ Provider of occupational skills training   ☐ Employment Services Provider (ESP)
   
   ☐ Provider of workforce training and wrap-around supportive services   ☐ Community college
   
   ☐ Provider of wrap-around supportive services for education and training participants
   
   ☐ Other (please specify):
      
      Click here to enter text.

g) I reviewed the Prospective Provider Packet and this funding is a good fit for my organization:
   
   ☐ Yes  ☐ No
Section 2: Services and training
The following questions are designed to help better understand your service model. This includes the customers you serve, the variety of services you provide, how services are integrated and the partners you collaborate with.

a) What are your formal processes for assessing customers' skills, strengths, educational background, and supportive services needed prior to the start of training and/or education? [Check all that apply]
- [ ] Interview/assessment
- [ ] Questionnaire
- [ ] Written test
- [ ] Group activity
- [ ] Not applicable

[Others (specify here): Click here to enter text.]

b) Does your organization provide any of the following employment, educational and training services? [check all that apply]

<table>
<thead>
<tr>
<th>Services</th>
<th>Directly Provide</th>
<th>Contract Out</th>
<th>Refer Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Seeking Skills/Job Club</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Job Retention Services</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Basic Education</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Vocational Training</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Workfare</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Work Experience</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Assessment/Employment Plan</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Job Search</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Social Services</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

[Others (specify here): Click here to enter text.]

c) For each item checked above, please provide a brief description below:

[Click here to enter text.]

d) What supportive services does your organization provide for your customers? [check all that apply]
<table>
<thead>
<tr>
<th>Services</th>
<th>Directly provide</th>
<th>Contract out</th>
<th>Refer out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career counseling/navigation</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Transportation assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Child care assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Housing assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Mental health services</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Substance abuse services</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Assistance with training</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Health care assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Case management</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Legal assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Financial literacy/management</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Parenting assistance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Others (specify here):** [Click here to enter text.]

e) Does your organization offer non-degree, industry recognized credentials or certificates in any of the following areas? [Check all that apply]

- ☐ GED
- ☐ ESL
- ☐ Healthcare
- ☐ Culinary
- ☐ Manufacturing
- ☐ Auto mechanic

- ☐ Construction
- ☐ Office occupations
- ☐ Information technology
- ☐ Logistics/transportation
- ☐ Customer service

**Others (specify here):** [Click here to enter text.]
Section 3: Clients served

a) How many clients does your organization currently serve?
   
   Click here to enter text.

b) Of these clients, how many are in households with low incomes that are eligible or potentially eligible for SNAP (generally under 165 percent of the federal poverty level)?
   
   Click here to enter text.

c) What is the approximate age distribution (percent) of the clients your organization currently serve?

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Enter Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Adults (18-30)</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Adults (31-50)</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Adults over 50</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

d) What is the approximate educational distribution (percent) of the clients your organization currently serve?

<table>
<thead>
<tr>
<th>Educational Level</th>
<th>Enter Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 6 or less</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Grades 7-11</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>High school graduate (grade 12)</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Some post-secondary</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Two-year degree (associates)</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Four-year degree (bachelors)</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

e) Briefly describe the population you serve by their racial/ethnic demographics:
   
   Click here to enter text.
Section 4: Tracking data

SNAP E&T program requires multiple organizations to collaborate and share information about the customers they are collectively serving. It is also critical to quantify the impact and outcomes of these customers. Given these two objectives, we want to better understand the data that you already collect about the customers you serve.

a) Describe your organization's data system and the types of client data you track.

Click here to enter text.

b) Does your organization have the capacity to track any of the following program participation and outcome data?

☐ Program participation (attendance, adequate progress, completion)
☐ Support services provided
☐ Job placement (type, industry)
☐ Wages
☐ Job with medical benefits
☐ Job retention
☐ Measurable gain in skills
☐ Non-degree academic achievement (college credits, credentials, certificates)

Others (specify here): Click here to enter text.
Section 5: Tracking and allocating costs
Organizations must be able to *front* the cost of employment and training services for SNAP with non-federal funding sources and seek a 50 percent reimbursement. The cost of funding SNAP E&T must meet all three of the following criteria:

1. Nonfederal funds
2. Not committed as match for other federally funded programs
3. Available throughout the federal fiscal year (October 1 through September 30).

This model requires significant knowledge about cost allocation methodology and close monitoring of funds. Therefore, we want to better understand your organization's experience in tracking and allocating costs for a program that has multiple funding streams with restrictions — allowable and non-allowable costs.

a) Does your organization have experience with allocating expenses for programs with multiple funding streams?
   - ☐ Yes
   - ☐ No

b) How much experience does your organization have in allocating expenses for programs with multiple funding streams?
   - ☐ Extensive (over 5 streams)
   - ☐ Moderate (3-4 streams)
   - ☐ Limited (1-2 streams)
   - ☐ None

c) Check the types of grants and/or funding your organization receive currently or in the past.
   - ☐ Federal
   - ☐ State
   - ☐ Local
   - ☐ Philanthropy/foundation

   Others (specify here): Click here to enter text.
Section 6: Partnerships

a) Briefly describe your organization's partnership or collaborative model:

[Click here to enter text.]

b) Because SNAP E&T requires a collaborative service model, please identify partnerships that are already in place. [Mark X to all that apply]

☐ Counties
☐ Community colleges
☐ Colleges and universities
☐ Community-based providers of workforce training
☐ Providers of wrap-around supportive services
☐ Local workforce centers
☐ Trade unions
☐ Industry associations
☐ Apprenticeship programs

[Others (specify here): Click here to enter text.]

c) How does your agency identify and use local labor market information? [Mark X to all that apply]

☐ Advisory council of business leaders
☐ Partnerships with large organizations in specific industries (e.g., hospital, airport, manufacturer)
☐ Partnerships with small and minority business organizations
☐ Research and analysis of local labor market data
☐ Research and analysis of U.S. Department of Labor market information
☐ Partnership with your local workforce investment board
☐ Partnerships with trade unions
☐ Partnerships with industry trade groups and/or associations
☐ Other (please specify below)

[Others (specify here): Click here to enter text.]
d) Engaging employers is a critical partnership in a successful employment and training program. How would you rate your typical level of local employer engagement?

☐ Level 1 (Receive job postings, cold calling)
☐ Level 2 (Provide mock interviews, resume critique, hired once)
☐ Level 3 (Participate in presentations, multiple hires, job shadowing, mentoring, employer panels)
☐ Level 4 (Provide advice on program development, advisory council meetings, in-kind/fiscal support)

Others (specify here): Click here to enter text.

e) Please share how employers contribute to your programming: [Mark X to all that apply]

<table>
<thead>
<tr>
<th>Contribution item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire graduates (more than one time)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Host internships/externships</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Conduct mock interviews</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Serve as mentors/coaches</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Provide industry tours</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Serve on advisory boards</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Provide linkages to other employer partners</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Participate in on-going program design/continuous improvement</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Contribute financially to program</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Contribute in-kind donations</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Others (specify here): Click here to enter text.

Section 7: Outcomes
Please share your organization’s outcomes in serving individuals with low incomes over the past full program year (enrollees, graduates, credential attainment, employment, wages, retention) around employment and training.

Click here to enter text.
Section 8: Sources of non-federal funding

Non-federal funding expended on SNAP E&T recipients through the 50/50 match program can come from a variety of sources such as:

- State, county, or city funds
- Donations from private firms or non-profits
- Foundation funds
- Social venture funds
- In-kind donations (*government entities only)
- Community Development Block Grants (CDBG)
- State Need Grants
- State Worker Retraining Dollars
- State Opportunity Grants
- Tuition set-aside resources
- Other state training funds (ex-offender, homeless, non-custodial parents)

If a foundation, for example, is already funding a workforce development program that meets all of the criteria for SNAP E&T, its investment could be used as match to receive the 50 percent reimbursement. Keep in mind that funding that originates from the federal government and is passed through a state or local entity cannot be used as match.

Does your organization have funding useable for employment and training services that meet all three of following criteria?

1. Non-federal funds
2. Not committed as match for other federally funded programs
3. Available throughout the federal fiscal year (October 1 through September 30)

☐ Yes
☐ No
☐ Not sure
## FORM 3: Financial Capacity

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
</table>

### APPLICANT INFORMATION

- **How long has your organization been doing business (years)?**
  Click here to enter text.

- **Does your organization currently hold 501(c)3 status with the IRS?**
  - Yes
  - No

- **What was your organization’s total revenue in the most recent 12-month accounting period?**
  Click here to enter text.

<table>
<thead>
<tr>
<th>Number of Employees:</th>
<th>Full Time: Click here to enter text.</th>
<th>Part Time: Click here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Does your organization have written policies and procedures for the following business processes?**
  - **Accounting**
    - Yes
    - No
    - Not sure
    - If yes, attach a copy of the table of contents.
  - **Purchasing**
    - Yes
    - No
    - Not sure
    - If yes, attach a copy of the table of contents.
  - **Payroll**
    - Yes
    - No
    - Not sure
    - If yes, attach a copy of the table of contents.

### TYPE OF ORGANIZATION

- Government Agency
- Tribal Government
- Nonprofit or non-governmental organization (see Financial Reporting requirement below)

### NON PROFIT FINANCIAL REPORTING (see Section B. Required Statements for requirements by size)

- Most recent board-reviewed financial statements
- Most recent IRS Form 990
- Most recent certified financial audit

<table>
<thead>
<tr>
<th>Date: Click here to enter text.</th>
<th>Year: Click here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

### DESCRIBE EXISTING DEBT

- **Has any debt been incurred in the last 6 months?**
  - Yes
  - No

- If yes, what was the reason for the new debt?
  Click here to enter text.

- What is the funding source for paying back the new debt?
  Click here to enter text.

### UNRESTRICTED FUNDS

- Current amount of unrestricted funds: $
  Click here to enter text.

### LEGAL ISSUES

- **Are there any current or pending lawsuits against the organization?**
  - Yes
  - No

- If yes, would there be an impact on the organization’s financial position?
  - Yes
  - No
Form 4: Coordination and Equity

Name of Organization: 

Coordination
SNAP E&T requires strong collaboration among multiple partners and entities. As a state supervised, county administered system, counties play an integral part in SNAP eligibility determination and referral to employment and training.

a) Briefly describe any actions you have taken to ensure collaboration with county offices in your service area as a result of this RFP. Examples include but are not limited to:
- Letter of Support from County(s)
- Communication on intent to apply with County(s)
- Meetings
- Other

b) Describe your referral process and the types or services that are referred outside of your agency.

Equity
State and Federal laws prohibit discrimination against people due to race, gender identity, sexual orientation and other characteristics. Some groups are overrepresented among the population of SNAP clientele. Overrepresented groups include American Indians, African-Americans, and others, depending on region of the state. The below questions speak to your agency’s efforts to better serve those groups overrepresented.

As the department works to advance the Governor’s initiative that state government better reflect the diversity of the people it serves, we encourage providers to also make efforts to hire staff and board members who represent their service population.

a) Describe demographics (race, ethnicity, gender identity, etc.) of staff, leadership and board members and in what ways they reflect the population being served. If your staff, leadership and board is not reflective of the population served, describe efforts being made to improve in this area.

b) Describe how your program provides services in a way that is respectful and sensitive to participants from diverse cultures and ethnicities, and if applicable, how your program provides culturally specific services.
# FORM 5: Proposed Services and Activities

## Definition of Cost Categories
(The following information will assist in completing Form 5)

<table>
<thead>
<tr>
<th>Administrative Costs—Supports Overall Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Accounting services</td>
</tr>
<tr>
<td>• Human Resource Management</td>
</tr>
<tr>
<td>• Financial management</td>
</tr>
<tr>
<td>• Reporting</td>
</tr>
</tbody>
</table>

Administrative costs are those that support the overall operations and management of the SNAP E&T Partner project that are not directly program or support services for participants. They can include the costs associated with providing accounting services, human resources management, and financial management.

<table>
<thead>
<tr>
<th>Program Costs—directly related to providing SNAP E&amp;T Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Costs attributable to participants</td>
</tr>
<tr>
<td>• Staff salary, benefits, training, travel (attributed to staff who recruit, train, place, support, coordinate or supervise participants, or who develop materials used in such activities)</td>
</tr>
<tr>
<td>• Case management</td>
</tr>
</tbody>
</table>

Program costs those that are directly related to the SNAP E&T project, including their operations and objectives. Program costs include, but are not limited to: 1) Costs attributable to participants, 2) Costs (including salary, benefits, training, travel) attributable to staff who recruit, train, place, support, coordinate, or supervise participants, or who develop materials used in such activities, 3) Costs, excluding those already covered in an organization's indirect cost rate, attributable to staff that work in a direct program or project support, operational, or oversight capacity, including, but not limited to: support staff whose functions directly support program or project activities; staff who coordinate and facilitate single or multi-site program and project activities, 4) Space, facility, and communications costs for program or project operations and other costs that primarily support program or project operations, excluding those costs that are already covered by an organization's indirect cost rate.

<table>
<thead>
<tr>
<th>Support Services—participant reimbursements directly supporting an approved component</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Must be allowable, necessary and reasonable</td>
</tr>
<tr>
<td>• Must not be available through another government program or at no cost</td>
</tr>
<tr>
<td>• Must be for employment related to an E&amp;T component</td>
</tr>
</tbody>
</table>

Support Service costs are those for a participant that must directly relate to an approved E&T Program component and be necessary and reasonable to be allowable. Participant expenses: 1) May not be for the purpose of limiting participation in this project. 2) They may not be available through another government program or available at no cost to the participant through a private source, e.g., charitable donations (these costs are unnecessary due to their availability from another source), and 3) Cannot be for a client’s regular employment, that is, employment that is not part of an E&T component (this is beyond the mission of the program).
## Additional Guidance on Support Services Costs

### ALMOST ALWAYS ALLOWABLE
- Books ¹
- Clothing for job interviews ¹
- Course registration fees
- Dependent care costs
- Gasoline
- Housing—Participant rent up to 2 months per program year
- Licensing and bonding fees for work experience/placement
- Personal safety items ³
- Training materials ¹
- Transportation expenses
- Uniforms ¹
- Driver’s License

### SOMETIMES ALLOWABLE
- Automobile repairs ²
- Background checks ³
- Clothing required for a job ⁴
- Minor dental work such as cleaning
- Drug tests ³
- Equipment ⁵
- Fingerprinting ³
- Medical services ³
- Legal services
- Student activity fees ⁶
- Test fees ⁷
- Tools ¹
- Tuition/fees ⁸
- Union dues ³
- Vision (eye glasses or eye exam)

¹ Must be necessary to complete E&T training sessions/educational coursework
² Capped or limited to a reasonable amount
³ Only if required for a job
⁴ As part of job retention component (up to 90 days)
⁵ Must be necessary to complete E&T component or job retention component up to 90 days
⁶ Only if required to participate in class
⁷ Must be directly associated with an E&T component
⁸ See cost principles below

### NOT ALLOWABLE: Automobile purchase, insurance or ownership/taxes, Drug/alcohol counseling or therapy, living stipends, mental health treatment, personal computers, relocation expenses, student loans, wages and stipends.

Additional information can be found by accessing the [USDA FNS SNAP Employment and Training Toolkit](https://fns.usda.gov/snap/employment-and-training).

### Cost Policies
FNS reimburses a State agency for half of all allowable administrative E&T costs in excess of its E&T grant. The same principle applies to partner agencies. To be allowable, all costs charged to Food and Nutrition Service (FNS) shall be **VALID OBLIGATIONS** of the State, local government or sub-grantee and shall be **NECESSARY AND REASONABLE** as charges under an approved SNAP E&T plan. Charges to the Employment and Training (E&T) program must be **CONSISTENT** with charges to other Federal and State grants, awards and activities.

### Essential Cost Principles
- E&T expenses must be directly related to an **APPROVED** E&T PROGRAM component

- Costs must be reasonable and necessary. A cost is **REASONABLE** if, in its nature and amount, it does not exceed that which a prudent person would pay under the circumstances prevailing at the time the decision was made to incur this cost. **NECESSARY** costs are incurred to carry out essential functions, cannot be avoided without adversely affecting program operation, and do not duplicate existing efforts.
• E&T funds may not be used for SNAP eligibility determination, sanction activities, participant wages, or meals eaten away from home. These expenses are prohibited by SNAP regulations (at 7 CFR 273) and cannot be charged to the E&T program.

• The State must retain OVERSIGHT of E&T components provided by partner agencies; the State is responsible for submitting the requests for Federal reimbursement and reporting directly to FNS.

• Federal funds may not be used to SUPPLANT non-Federal funds for existing activities. FNS may not be charged more than the general public (or what the client would pay if not participating in E&T) for an educational activity. Federal E&T reimbursements can be used to SUPPLEMENT, rather than supplant, State or local funding for existing education services or activities. Supplementing means to go above and beyond the educational services provided at no cost to non-E&T participants.

• Costs not charged to the general public cannot be charged to the SNAP E&T program. Nor can these costs be used as the state share toward the 50 percent federal reimbursement. Unallowable costs cannot be used to match, or draw down, federal funds for the administration of the E&T program. Federal funds can be used to pay for some education and additional support services offered through community colleges, as long as these services are above and beyond those offered to non-E&T students or offered at cost. These components and services must be outlined in the State E&T plan and approved by FNS. Tuition, case management and other support services are allowable costs and can be paid with either 100 percent E&T grant money or 50/50 Federal reimbursement money.
**FORM 5: Proposed Services and Activities cont’d**

<table>
<thead>
<tr>
<th>Name of Organization:</th>
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</table>

**PART A: Strategies and Methodologies**

Describe the strategies and methodology your organization will use in carrying out SNAP E&T activities. Include any information that indicates the need in your particular region or area. Describe how organization activities will contribute to increased SNAP E&T enrollment.

Click here to enter text.

**PART B: Complete this chart for activities and services planned for SNAP E&T.**

1. **Services/Activities** (List all services and activities to be provided)
2. **Fund Source** (Indicate the fund source to be used as the matching source for this service/activity)
3. **Estimated Participants** (Indicate the estimated number of participants to be enrolled)
4. **Service Components** (List a description of the service components for this service/activity. Components are described under Section III: Scope of Work)

Add additional rows or delete unused rows as needed.

### ADMINISTRATIVE COSTS

<table>
<thead>
<tr>
<th>Services/Activities</th>
<th>Fund Source</th>
<th>Service Component</th>
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### PROGRAM COSTS—Include types of services/activities, funding source, population to be served, service component.

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<thead>
<tr>
<th>Services/Activities</th>
<th>Fund Source</th>
<th>Estimated Participants</th>
<th>Service Component</th>
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</thead>
<tbody>
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</tbody>
</table>

### SUPPORT SERVICES—Indicate the services/activities and the support services it correlates to. If correlated service or activity is not described above, include below.

<table>
<thead>
<tr>
<th>Services/Activities</th>
<th>Fund Source</th>
<th>Estimated Participants</th>
<th>Service Component</th>
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### FORM 6: Budget

**FFY 2017 Project Budget Summary (estimated)**

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<thead>
<tr>
<th>Name of Organization</th>
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<tbody>
<tr>
<td><strong>Cost Category</strong></td>
<td><strong>Section 1</strong></td>
</tr>
<tr>
<td>Budget Information Summary (Estimated)</td>
<td>FFY 2017 (Jun 1, 2017-Sep 30, 2017)</td>
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<tr>
<td>Administrative Costs</td>
<td>Click here to enter text.</td>
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<tr>
<td>Program Costs</td>
<td>Click here to enter text.</td>
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<tr>
<td>Support Services</td>
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<tr>
<td><strong>TOTALS</strong></td>
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</tbody>
</table>
FORM 7: Budget Narrative

Write a budget narrative for each category for which you are requesting funds. You must include a description for each line item on the project budget for which you are requesting funds.

The narrative should correspond directly to the services, activities and amounts listed Forms 5 and 6. Be sure to describe in specific detail how the grant funds will be used, and what expenses/amounts you used to arrive at each budget category total. Add additional rows or delete unused rows as needed.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Expense Items</th>
<th>Narrative and Calculation</th>
<th>Amount</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Administrative Costs</strong></td>
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<td><strong>Program Costs</strong></td>
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<td><strong>TOTAL</strong></td>
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FORM 7: Assurances

Check the boxes below to indicate that you have read and understand the assurance statement.

☐ All activities authorized by this Partner Agency Work Plan are in accordance with SNAP Employment and Training regulations.

☐ Staff for the administration and operation of the program are competent, professional, ethical, and qualified for the position held, and have a firm understanding of the pertinent rules and regulations.

☐ Cash or in-kind donations from other non-Federal sources have not been claimed or used as a match or reimbursement under any other Federal program.

☐ SNAP clients upon initial enrollment, shall be provided an assessment which outlines their job skills, interests, and abilities. An Employment Plan (EP) will be developed, listing achievable goals which would lead to transitioning into unsubsidized employment. The EP shall be made a part of each participant’s permanent file and shall be updated as necessary.

☐ Organization shall provide services such as counseling, case management, financial, etc., as needed by SNAP E&T participants. Referrals to other SNAP E&T partners and/or community services such as county departments or family services will be made when appropriate.
Appendix B: Sample State Grant Contract

State of Minnesota Department of Human Services Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services ______________Division (hereinafter STATE) and _____________, an independent grantee, not an employee of the State of Minnesota, address ___________________ (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section _______ is empowered to enter into contracts for the following services: ____________________, and

WHEREAS STATE is in need of the following services: ____________________, and

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. GRANTEE’S DUTIES. GRANTEE shall:

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. GRANTEE will be paid as follows

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE’S performance of this grant contract shall be no greater amount than provided in the current Commissioner’s Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed_________ dollars ($________________).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Reimbursement shall be one initial cash advance of _______________ (equal to one calendar month or calendar quarter) followed by monthly/quarterly cost reimbursement based on the previous month’s/quarter’s expenses as documented by receipts, invoices, travel vouchers, and time sheets.
The STATE shall issue a second cash advance of ______________ (equal to one calendar month or calendar quarter) after reconciliation of the previous State fiscal year funds. If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant’s term, the STATE shall reduce the final payment so as not to exceed expenditures.

(b.) Please document the need for the Advance given to the GRANTEE:

__________________________________________________________________________

(c.) Payments shall be made by the STATE promptly after GRANTEE’S presentation of invoices for services performed and acceptance of such services by the STATE’S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

(d.) (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by the STATE through Title_________ of the_____________Act of _________________. (Public law_____________and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. __________ federal award name and number __________________. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(e.) GRANTEE’s Data Universal Numbering System (DUNS) number is _______________. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

3. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE’S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on____________, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through____________, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE’S Authorized Representative. GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Indemnification; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; 14. Publicity; and 20. Jurisdiction and Venue.
6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE’S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract 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 services covered here. Termination will be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of 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 the grant contract 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’S receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE’S knowledge of a curable material breach of the grant contract by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY and PROJECT MANAGER.

7.1. State. The STATE’S authorized representative for the purposes of administration of this grant contract is ______________ or his/her successor. Such representative shall have final authority for acceptance of GRANTEE’S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

7.2. Grantee. The GRANTEE’S Authorized Representative is ______________ or his/her successor. If the GRANTEE’S Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7.3. Information Privacy and Security. (If applicable) GRANTEE’s responsible authority for the purposes of complying with data privacy and security for this grant contract is ______________ or his/her successor.

7.4 Project Manager. The STATE’S project manager for this grant contract is ______________ phone number: ______________ or his/her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.
10. INDEMNIFICATION.
In the performance of this grant contract by GRANTEE, or GRANTEE’S agents or employees, the GRANTEE must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the STATE, to the extent caused by GRANTEE’S: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) Breach of contract or warranty. The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE’S sole negligence. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE’S failure to fulfill its obligation under this grant contract.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this Contract as Attachment X, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

13. INTELLECTUAL PROPERTY RIGHTS.
Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes “Documents.” Documents are the originals of any data, data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.
Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’s ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the 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 part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE’s or the STATE’s opinion is likely to arise, the GRANTEE must, at the STATE’s discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, 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 subcontractors, shall identify the STATE as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this grant contract prior to its approval by the State’s Authorized Representative.

15. HUMAN RIGHTS COMPLIANCE.
15.1 Affirmative Action requirements for Grantees with more than 40 full-time employees and a contract in excess of $100,000. If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes, section 363A.36. If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

Affirmative Action and Non-Discrimination requirements for all Grantees:
A. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
B. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

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

**Notification to employees and other affected parties.** The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE’s obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

**Compliance with Department of Human Rights Statutes.** In the event of GRANTEE’s noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

**15.2 Equal Pay Certificate.**

**A. Scope.** Pursuant to Minnesota Statutes, section 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of $500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those goods or services.

**B. Consequences.** If GRANTEE fails to obtain an equal pay certificate as required by Minnesota Statutes, section 363A.44 or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this Contract on behalf of the State, and this Contract may be immediately terminated by STATE upon notice that the MDHR has suspended or revoked GRANTEE’S equal pay certificate.
C. Certification. The GRANTEE hereby certifies that it has a current equal pay certificate approved by the MDHR, that it is in compliance with the laws identified in Minnesota Statutes, section 363A.44, and is aware of the consequences for noncompliance.

16. WORKERS’ COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. The GRANTEE’S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE’S obligation or responsibility.

17. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

18. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. 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.

19. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving $750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE’S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE’S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE’S certification is a material representation upon which the grant contract award was based.
20. **JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

21. **WAIVER.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE’s right to enforce it.

22. **CONTRACT COMPLETE.** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

23. **OTHER PROVISIONS.**

23.1. GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum amounts: $2,000,000 per occurrence and $2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the GRANTEE or by a subcontractor or by anyone directly or indirectly employed by the GRANTEE under the grant contract.

23.2. The GRANTEE further agrees to keep in force a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of this grant contract, the GRANTEE shall furnish the State with a certificate of employee theft/employee dishonesty insurance.

23.3. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

23.4. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

23.5. **Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime GRANTEE must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime GRANTEE’s receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).