



# Home and Community-Based Services (HCBS) Employee Scholarship Grant & Loan Forgiveness Program – Fiscal Year 2023

GRANT REQUEST FOR PROPOSAL (RFP)

Minnesota Department of Health  
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To obtain this information in a different format, call: 651-201-3838.

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## RFP Part 1: Overview

### 1.1 General Information

- **Announcement Title:** Home and Community-Based Services (HCBS) Employee Scholarship Grant & Loan Forgiveness Program - Fiscal Year 2023
- **Minnesota Department of Health (MDH) Program Website:** [ORHPC Health Care Funding](#)
- **Application Deadline:** 11:59pm, January 6th, 2023

### 1.2 Program Description

The Home and Community-Based Services (HCBS) Employee Scholarship Grant and Loan Forgiveness Program, authorized by [Minnesota Statutes Section 144.1503](#), is established for the purposes of assisting HCBS providers in funding employee scholarships and repaying qualified educational loans secured by employees for education in nursing and other health care fields. Grant funds must be used to cover costs related to a course of study that is expected to or has led to career advancement with the provider or in the HCBS field.

### 1.3 Funding and Project Dates

#### Funding

Funding will be allocated through a competitive process. If selected, you may only incur eligible expenditures when the grant agreement is fully executed, and the grant has reached its effective date. Up to one-third of annual funding may be used for loan forgiveness to eligible HCBS employees. Nominated employees for the Loan Forgiveness program will be notified by ORHPC of the steps to take for submission of qualified educational loan documentation.

Only one (1) application will be accepted by parent companies or organizations applying on behalf of 3 or more facilities or system affiliates.

Funding	Estimate
Estimated Amount to Grant	\$1,450,000
Estimated Number of Awards	25-30
Estimated Award Maximum	\$125,000
Estimated Award Minimum	\$12,000

#### Match Requirement

No match is required.

## Project Dates

Estimated: June 1, 2023 – June 30, 2026

## 1.4 Eligible Applicants

Nonprofit and for-profit organizations that meet the following criteria are eligible to apply for an HCBS Employee Scholarship grant and/or nominate employees for Loan Forgiveness. An eligible applicant organization or facility:

- Located in Minnesota
- Primarily provides services to individuals who are 65 years of age and older in home and community-based settings
- Holds one of the following licenses:
  - Assisted living facilities as defined in [Sec. 144G.08 MN Statutes, subdivision 7](#)
  - Adult day care facility as defined in [MN Statute 245A.02, subdivision 2a](#)
  - Home care services provider as defined in [MN Statute 144A.43, subdivision 3](#)
- Offers an in-house employee scholarship and/or loan forgiveness program to its staff or is in the process of developing a scholarship and/or loan forgiveness program

**Nursing home establishments and hospice facilities are not eligible for this program.**

## Collaboration

Collaboration with a training facility that is industry-recognized and provides clinical coursework leading to a certification, licensure, accreditation, or degree in nursing and other direct-care roles, is welcomed but not required.

Additionally, collaboration with secondary and post-secondary schools to recruit new staff who wish to pursue a career in the field of long-term care is also encouraged, but not required.

## 1.5 Questions and Answers

All questions regarding this RFP must be submitted by email or phone to Robin Bly at [health.hcbsgrant@state.mn.us](mailto:health.hcbsgrant@state.mn.us) or 651-201-3936. All answers will be posted within three business days at [ORHPC Grant Information - Minnesota Dept. of Health \(state.mn.us\)](#).

Please submit questions no later than 4:30 p.m. Central Standard Time (CST), on December 29, 2022.

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

**RFP Information Meeting**

An informational webinar will be held on December 6, 2022 at 10 a.m. Materials from the meeting, including questions and answers will be posted by 4:30 p.m. Central Standard Time (CST), on December 16, 2022 at [ORHPC Grant Information - Minnesota Dept. of Health \(state.mn.us\)](https://www.state.mn.us/health/orhpc/grant-information).

## RFP Part 2: Program Details

### 2.1 Priorities

#### Health Equity Priorities

It is the policy of the State of Minnesota to ensure fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [The Policy on Rating Criteria for Competitive Grant Review](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

This grant will serve a geographically diverse population of HCBS recipients and providers by addressing the need for a well-trained HCBS workforce throughout Minnesota.

Priority will be given to projects that provide scholarship funds and loan forgiveness to employers and employees working in geographic areas in need of skilled employees.

Grant outcomes will include:

- An increased number of current staff receiving training through HCBS scholarships in areas experiencing long-term care provider shortages.
- Demonstrated retention of HCBS employees serving providers across Minnesota experiencing long-term care provider shortages.

#### Other Competitive Priorities

Priority will be given to:

- Projects that pay for employee coursework leading to certified and/or licensed career advancement in the field of long-term care nursing
- Nominated employees for loan forgiveness who have earned a degree in one of the following areas: Licensed Practical Nursing (LPN), Registered Nursing (RN), or Bachelor of Science in Nursing (BSN) who serve at employers with operating expenses of \$2 million or less and 50 clients or fewer
- Providers outside of the seven-county metro area

### 2.2 Eligible Projects

Grant funds must be used to support workforce development and retention through scholarships, eligible in-house trainings for direct care employees, and qualified educational loan forgiveness.

## Scholarship Program Eligibility

Scholarships must be for certifications or degrees to lead to career advancement with the provider or in the field of long-term care, including home care, care of persons with disabilities, licensed assisted living director, or nursing within the HCBS field.

The trainings must result in an industry-recognized certification or credential, or include stackable course credits supporting adult basic education, a degree program, a diploma, or license.

The certification must be awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation.

## Eligible Scholarship Recipients

To be eligible, a scholarship recipient must be employed in a caregiving role and must work an average of at least 10 hours per week for the grantee organization while receiving a scholarship funded by the HCBS Employee Scholarship Grant & Loan Forgiveness Program.

## Courses of Study or Training

Eligible courses of study for scholarship recipients include in-house trainings, and or scholarships for degree programs directly related to the delivery of patient or client care in home and community-based settings. These may include:

- Nursing, including Certified Nursing Assistant (CNA), Licensed Practical Nurse (LPN), or other relevant degrees
- Degree programs in the field of long-term care, including care for persons with disabilities
- Licensed Assisted Living Director
- Social work
- Occupational therapy
- Physical therapy
- Client care-related trainings that result in **industry-recognized** certifications, credentials, or course credits and are ***above and beyond those required for licensure of the organization***, for example:
  - Trained Medical Aide
  - Certified Dementia Care
  - Training for medical care interpreter services
  - Job-related English as a Second Language

## Eligible Scholarship Program Expenses

All expenses must be directly related to the employee's coursework or training and may include:

- Employee tuition
  - Tuition may be paid directly to the educational institution (by grantee) or reimbursed (by grantee) to the employee upon completion of the course

- Course-related textbooks or materials
- Childcare expenses while the employee is attending classes
- Mileage reimbursement
- Group Training Facilitator for approved coursework and materials costs
- Entrance or licensure exam fees

### **Ineligible Scholarship Program Expenses**

Ineligible expenses include but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Administrative expenses to manage the grant
- Employee wages, fringe benefits or stipends while the employee is attending school
- Courses or training required to maintain an employee's current certification or licensure
- Courses that do not provide a pathway that will lead to the employee's career advancement in the field of long-term care
- Out-of-state travel or lodging
- Food and beverage outside of course or training registration
- Supplies or equipment that are not directly related to classes/coursework of scholarship recipients
- Capital improvements

### **Loan Forgiveness Program Eligibility**

Funded grantees will provide employee names to MDH for eligible educational loan forgiveness. Loans considered for repayment will include those for education in nursing and other health care related fields, including Licensed Assisted Living Directors.

### **Eligible Loan Forgiveness Recipients**

To be eligible for loan forgiveness, recipients must be employed in a caregiving role for at least 32 hours per week, for at least 45 weeks per year. Employees must agree to work for a minimum of 2 years in the HCBS field. Should employees move to a different employer during their commitment, they remain eligible if they continue to practice with HCBS providers as outlined in [Section 1.4](#).

Nominated employees for the Loan Forgiveness program will be notified by ORHPC of steps to take for submission of qualified educational loan documentation.

### **Eligible Loan Forgiveness Program Loans**

- Educational loans secured by an employee for actual costs paid for tuition, reasonable education expenses, and reasonable living expenses related to graduate or undergraduate education. Types of loans include:
  - Government Loans



- Commercial Loans
- Foundation Loans

### **Ineligible Loan Forgiveness Program Loans**

- Credit Card Debt
- Loans from Family Members
- Parent PLUS loans
- Loans in current or active default
  - Previously defaulted loans that have since been completely rehabilitated and are not currently in active default status are eligible

## **2.3 Grant Management Responsibilities**

### **Grant Agreement**

Each grantee must formally enter into a grant agreement. The grant agreement will address the conditions of the award, including implementation for the project. The grantee is expected to read the grant agreement, sign, and comply with all conditions of the grant agreement. Grantee should provide a copy of the grant agreement to all grantee staff working on the grant.

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

A sample grant agreement is attached as [Attachment B](#). Applicants should be aware of the terms and conditions of the standard grant agreement in preparing their applications. Much of the language reflected in the sample agreement is required by statute. If an applicant takes exception to any of the terms, conditions or language in the sample grant agreement, the applicant must indicate those exceptions, in writing, in their application in response to this RFP. Certain exceptions may result in an application being disqualified from further review and evaluation. Only those exceptions indicated in an application will be available for discussion or negotiation.

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

Note: any individual employees nominated for loan forgiveness will enter into an agreement directly with MDH ORHPC. Legal obligations will be tied to the individual receiving loan forgiveness and not the HCBS provider.

### **Accountability and Reporting Requirements**

It is the policy of the State of Minnesota to monitor progress on state grants by requiring grantees to submit written progress reports until all grant funds have been expended and all terms in the grant agreement have been met.

The reporting schedule will be once every four months (quarterly). A standard invoice will be provided to grantees.

Grantees will be required to submit a program report at the time of invoice. The program report will include:

- the amount spent on scholarships,
- the number of employees who received scholarships or loan forgiveness,
- and, for each recipient,
  - the name of the recipient,
  - the current position of the recipient,
  - the amount awarded,
  - average number of hours worked per week,
  - the educational institution attended,
  - the nature of the educational program,
  - and the expected or actual program completion date,
- Additional data deemed necessary for longer term tracking of licensure attainment.

Financial verification and reporting for loan forgiveness recipients is required by the nominated employee on an annual basis. ORHPC will work directly with individuals.

### **Grant Monitoring**

[Minn. Stat. § 16B.97](#) and [Policy on Grant Monitoring](#) require the following:

- One monitoring visit during the grant period on all state grants over \$50,000
- Conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants over \$50,000

### **Grant Payments**

Per [State Policy on Grant Payments](#), reimbursement is the method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless MDH has given the grantee a written extension.

The invoicing and payment schedule will be quarterly. Reports will be submitted through the Office of Rural Health and Primary Care's online grant portal. A report form will be provided to grantees. Reports will be due 20 days after each quarter per the following schedule:

- January 20
- April 20
- July 20
- October 20

## **2.4 Grant Provisions**

### **Contracting and Bidding Requirements**

**(a) Municipalities** A grantee that is a municipality, defined as a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

**(b) Non-municipalities** Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to the Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under Minnesota Statutes 16B.
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search>);
  - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>) or
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development-9>).
- v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- vi. The grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding (i) - (iv) above, State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal

- process were approved and incorporated as an approved work plan for the grant or
  - There is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- viii. Projects that include construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under Minnesota Statutes 177.41 through 177.44.
- ix. Grantee must not contract with vendors who are suspended or debarred in MN: The list of debarred vendors is available at:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

### Conflicts of Interest

MDH will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. § 16B.98](#) and the Office of Grants Management’s Policy 08-01, “Conflict of Interest Policy for State Grant-Making.”

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

Organizational conflicts of interest occur when:

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

Individual conflicts of interest occur when:

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

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

## Public Data and Trade Secret Materials

All applications submitted in response to this RFP will become property of the State. In accordance with [Minn. Stat. § 13.599](#), all applications and their contents are private or nonpublic until the applications are opened.

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

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

If an applicant submits any information in an application that it believes to be trade secret information, as defined by [Minn. Stat. § 13.37](#), the applicant must:

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

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

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

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

## Audits

Per [Minn. Stat. § 16B.98](#), subd. 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## Affirmative Action and Non-Discrimination Requirements for all Grantees

The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. § 363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minn. Rules, part [5000.3550](#).

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

## 2.5 Review and Selection Process

### Review Process

Funding will be allocated through a competitive process with review by a committee representing the fields of Home and Community Based Services (HCBS), work force development, and mid-level direct care provider training. The review committee will evaluate all eligible and complete applications received by the deadline.

MDH will review all committee recommendations and is responsible for award decisions. **The award decisions of MDH are final and not subject to appeal.** Additionally:

- MDH reserves the right to withhold the distribution of funds in cases where proposals submitted do not meet the necessary criteria.
- The RFP does not obligate MDH to award a grant agreement or complete the project, and MDH reserves the right to cancel this RFP if it is considered to be in its best interest.

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

## **Selection Criteria and Weight**

The review committee will be reviewing each applicant on a 100-point scale. A standardized scoring system will be used to determine the extent to which the applicant meets the selection criteria.

The scoring factors and weight that applications will be judged are based on the following which are elaborated on in [Attachment A](#):

- Demonstrated ability of the applicant to administer scholarship and/or loan forgiveness programs – 20 points
- Demonstrated need for an employee scholarship and loan forgiveness program – 20 points
- Applicability of courses of study/trainings & degree programs – 30 points
- RFP Priority Areas– 10 points
- Reasonableness of the budget/reasonableness of loan forgiveness slots requested– 20 points

## **Grantee Past Performance and Due Diligence Review Process**

- It is the policy of the State of Minnesota to consider a grant applicant's past performance before awarding subsequent grants to them.
- State policy requires states to conduct a financial review prior to a grant award made of \$25,000 and higher to a nonprofit organization, in order to comply with [Policy on the Financial Review of Nongovernmental Organizations](#).

## **Notification**

MDH anticipates notifying all applicants via email of funding decisions by May 31, 2023.

## RFP Part 3: Application and Submission Instructions

### 3.1 Application Deadline

All applications **must** be received by MDH no later than 11:59 p.m. Central Time, on January 6, 2023.

**Late applications will not be accepted.** It is the applicant's sole responsibility to allow sufficient time to address all potential delays caused by any reason whatsoever. MDH will not be responsible for delays caused by computer or technology problems.

### 3.2 Application Submission Instructions

ORHPC requires application submissions to be made through an online [Grants Portal](#). Please reference the [Grant Guide](#) for information on account creation, password recovery, application creation, and collaboration.

Read **RFP Part 4: Application Guidance** within this request for proposals for further instructions on how to address application questions outlined in the Grants Portal.

If you have any questions, please contact us at: [health.hcbsgrant@state.mn.us](mailto:health.hcbsgrant@state.mn.us).

### 3.3 Application Instructions

You must submit information as outlined in [RFP Part 4](#) to be considered complete. Incomplete applications will be rejected and not evaluated.

Applications must include all required application materials, including attachments. Do not provide any materials that are not requested in this RFP, as such materials will not be considered nor evaluated. **MDH reserves the right to reject any application that does not meet these requirements.**

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

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



## RFP Part 4: Application Guidance

### SECTION 1. ORGANIZATION AND APPLICANT INFORMATION

Basic information about the applicant entity is requested, including legal and business name, address, and tax identification information for contracting purposes.

### SECTION 2. PROJECT INFORMATION

This section requests summary information about the project, including the request amount, the name of the program the grant funds are being requested for and contact information.

### SECTION 3. NARRATIVE

The online application provides open fields for grant applications to respond to narrative questions about the project. Please provide concise and thorough responses to the questions outlined below.

#### ORGANIZATION OVERVIEW

Provide a brief overview of your organization's history and service area(s). Describe the clients served, including their age range and other demographics, as well as any unique characteristics or circumstances. Describe your organization's staffing and administrative structure.

#### NEED STATEMENT

Describe the need for a scholarship program and/or loan forgiveness for employees at your facility or facilities. This should include an analysis of educational or training needs of your caregiving staff. Describe any concerns regarding retention and turnover with your caregiving staff. Describe how many more residents or clients could potentially be served by employees who have advanced training. Provide any additional information about your organization's clientele, geographical location, and/or business circumstances that demonstrate the need for this grant program. If applying on behalf of more than one facility or location, provide information on any specific needs at each facility or location.

#### PLANS TO OPERATE SCHOLARSHIP PROGRAM

##### Complete if applying for scholarship funding.

Provide an overview of your organization's proposed scholarship program structure, describing how the scholarship funds will be utilized. Will the grant support a current program or a new/different program? Will the grant support existing employees or new employees? Please describe any existing or planned collaborations with educational institutions.

Describe the process for recruiting and selecting scholarship recipients and how the organization will determine which employees are eligible. Describe how employer will track the enrollment and the successful completion of employee coursework. Describe how employer will provide reimbursement to the employee or to the training facility.

If your organization currently offers, or has offered a scholarship program in the past, highlight any previous successes, including the number of previous trainees retained and the number of employees promoted. Please include employee job roles pre/post scholarship utilization.

### PROPOSED SCHOLARSHIP PROGRAM PROJECT

Complete if applying for scholarship funding.

Please describe the degree/diploma/licensure/certification programs and/or trainings your proposed scholarships will fund, as well as any recruitment activities applicant plans to perform to attract new employees to open positions in HCBS direct care services.

Identify and explain which coursework or training will be offered through the scholarship program and how it will contribute to a well-trained HCBS workforce in Minnesota, as addressed in this RFP.

Please explain how any proposed coursework or trainings will result in industry-recognized certifications, credentials, or course credits that are *above and beyond* those required for licensure of the organization.

How will the coursework or training funded by scholarships help your organization recruit and retain employees, improve care for the clients served, and increase the number of clients served?

### PLANS TO OPERATE LOAN FORGIVENESS PROGRAM

Complete if applying for opportunity to nominate employees for loan forgiveness.

Provide an overview of your organization's proposed structure to nominate employees for loan forgiveness. Describe the ideal employee for this funding. Will the grant support a current program or a new/different program? Will the grant support existing employees or new employees? Please describe any existing or planned collaborations with educational institutions. Describe how employer will track the eligibility of employees for the loan forgiveness program.

If your organization currently offers a loan forgiveness program, highlight any previous successes, including the number of previous employees recruited and retained. Please include employee job roles pre/post educational advancement and loan forgiveness.

### PROPOSED LOAN FORGIVENESS PROGRAM PROJECT

Complete if applying for opportunity to nominate employees for loan forgiveness.

Please describe the degrees that you seek to hire or that employees currently have, as well as any recruitment activities applicant plans to perform to attract new employees to open positions in HCBS direct care services.

Identify and explain why assisting with loan forgiveness will contribute to a well-trained HCBS workforce in Minnesota, as addressed in this RFP.

How will loan forgiveness funded by this grant help your organization recruit and retain employees, improve care for the clients served, and increase the number of clients served?

## PROPOSED LOAN FORGIVENESS RECIPIENTS

For each nominated employee list: Full Name, Phone Number, Email Address, Position. If specific employee has not been identified, please specify the number of slots your organization is applying for. A maximum of 5 employees are allowed to be nominated per application.

## SECTION 4: ELIGIBILITY AND CLIENT SERVICES SUMMARY

Grant applications are requested to provide information about their organization's licensure, number of clients served, number of employees, and employment retention rates. Your organization's facility must be located in Minnesota. Your organization must also meet one of the three service sites listed below. If your facility is not located in Minnesota and is not recognized as at least one of these service providers below, your organization is **not** eligible to apply for and receive funding under this grant program.

- Housing with services establishment as defined in [MN Statute 144D.01, subdivision 4](#), Repealed, 2019 c 60 art 1 s 48. Refer to [Minnesota Statutes 2021, Chapter 144G](#) for further information.
- Adult day care facility as defined in [MN Statute 245A.02, subdivision 2a](#)
- Home care services provider as defined in [MN Statute 144A.43, subdivision 3](#)

## SECTION 5: BUDGET NARRATIVE

Complete if applying for scholarship funding.

Provide a detailed justification of the estimated scholarship program expenses to successfully meet the goals of the proposed project. The budget explanation should be broken down by **each** training requested in **Section 6: Budget Detail and Work Plan**. The narrative should provide information on the need for specific trainings and how the proposed trainings will lead to career advancement in the field of long-term care.

Grant funds may not be used for coursework and trainings that took place prior to the start of the contract. Here is a list of allowable expenses:

- **Employee tuition:** Employee tuition scholarships pay for eligible costs associated with courses and trainings that individual employees take at an educational institution. Employees' salaries, fringes or stipends while attending school are not allowable expenses for the HCBS Employee Scholarship grant funds.
- **Course-related textbooks or materials:** Funds can be used to cover the cost of in-house training materials, or the costs of books and materials for employees enrolled in course work through the assistance of an employee tuition scholarship.
- **Childcare expenses:** Can be used to support childcare expenses while the employee is attending classes.
- **Mileage reimbursement:** For travel to training. Mileage will be reimbursed at the standard mileage rate issued annually by the Internal Revenue Services.
- **Training consultant fees:** The facilitator costs for in-house trainings provided for employees that measurably advance employees skills and result in certification,

credentials, or stackable course credits that lead to career advancement in the field of long-term care.

- **Entrance or licensure exam fees:** Employers can use grant funds to assist employees in covering the costs of applications to enroll in college, including the cost of entrance exams, and pay for the cost of licensure exams when applicable.

## SECTION 6: BUDGET DETAIL AND WORKPLAN

Complete if applying for scholarship funding.

Grantees will be asked to fill in a form that provides a brief description of the type of employee training scholarship or in-house and group trainings, to be provided. This information will serve as the basis for your work plan in a grant contract if the application is awarded. All applicants must have at least one (and up to a maximum of eight) activities defined within the Budget Detail and Workplan.

The following information must be provided for **each** scholarship or training being proposed:

- **Certification or Credential:** A description of the type of Certification or Credential that will result from the training or scholarship.
- **Training Institute or Facilitator:** Provide a brief description of the training institute scholarship recipients will attend or the facilitator that will provide in-house or group trainings.
- **Number of Recipients:** Provide the estimated number of scholarship recipients or the number of attendees who will participate in group trainings.
- **Individual Scholarship Costs/Participants Costs:** Provide the amount of scholarship to be provided. If requesting support of group training, calculate the estimated per participant costs for group trainings by dividing the total cost of the training (including materials) by the number of projected participants.
- **The total costs:** Provide the totals cost for each certification or credential proposed.
- **Start date:** The estimated date the first scholarship will be issued, or the date the training program will commence.
- **End date:** The projected completion date that the last scholarship payment will be issued, or the end date for group trainings.

## SECTION 7: APPLICANT CONFLICT OF INTEREST DISCLOSURE

Applicant will review [Attachment D](#) and complete the Conflict of Interest Disclosure.

## SECTION 8: REQUIRED ATTACHMENTS

### AUDITED FINANCIAL STATEMENTS

Please upload a copy of the most recent independent audit to the online application form. If the audit encompasses multiple providers within a system/umbrella organization, please provide additional financial information, such as an income statement specific to the applicant facility.

## DUE DILIGENCE

Please complete the [Due Diligence Form](#) and attach to the online application form.

## PROOF OF ACTIVE LICENSURE OR REGISTRATION

Applications must include documentation of current licensure or registration for an eligible facility as defined in the Request for Proposal. *If your grant application is for multiple facilities, provide proof of active licensure and/or registration for each of the facilities.*

## **RFP Part 5: Attachments**

- [Attachment A: Application Evaluation Criteria](#)
- [Attachment B: Sample Grant Agreement](#)
- [Attachment C: Due Diligence form](#)
- [Attachment D: Conflict of Interest form](#)

## Attachment A: Application Evaluation Criteria

A numerical scoring system will be used to evaluate eligible applications. Scores will be used to develop final recommendations.

Applicants are encouraged to score their own application using the evaluation score-sheet before submitting their application. This step is not required but may help ensure applications address the criteria evaluators will use to score applications.

<b>Demonstrated ability of the applicant to administer scholarship and/or loan forgiveness programs</b>	<b>Demonstrated need for an employee scholarship and/or loan forgiveness program</b>	<b>Applicability of courses of study/trainings &amp; degree programs</b>	<b>RFP Priority Areas</b>	<b>Reasonableness of the budget/reasonableness of loan forgiveness slots requested</b>
20 points	20 points	30 points	10 points	20 points
Does the application demonstrate that the organization has the capacity or experience to administer a scholarship and/or loan forgiveness program for its employees?	Does the application identify the need for a scholarship and/or loan forgiveness program?	Will the proposed areas of education contribute to a well-trained HCBS workforce in Minnesota as addressed in this RFP?	Will the proposed funding lead to career advancement in the field of long-term care nursing?	Given the eligible courses of study/trainings, educational institutions, duration of courses and other expense descriptions, are the dollar amounts reasonable for each individual scholarship?
Does the application adequately define the process by which funding will be made available and recipients selected?	Does the application include data and other information about the organization's employees and their need this funding?	Are the areas of education eligible as outlined in this RFP?	Will the proposed funding support recruitment or retention of long-term care staffing in areas of high need?	Are there enough details to substantiate costs?
If applicant has received HCBS grants in prior grant years, have they utilized the funding in a timely manner, considering that some trainings may span multiple grant years?	Do the organization's clientele and/or business circumstances demonstrate the need for this funding?	Will the proposed project help recruit and retain employees in the HCBS field?	Will the proposed project provide scholarships for employees working towards a degree or licensure program directly related to the delivery of patient or client care in home and community-based settings?	Given the priority areas, are the number of loan forgiveness slot requests reasonable?
	Is the provider in a geographical area that is experiencing a shortage of skilled workers in the field of long-term care?	Will the areas of study enhance employees' skills and improve care for the clients?		

## Attachment B: Sample Grant Agreement

# Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and Name Grantee (“Grantee”). Grantee’s address is 123 First Street Anytown, MN 55555

### Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) by [Minnesota Statutes Section 144.1503](#), is established for the purposes of assisting HCBS providers in funding employee scholarships and repaying qualified educational loans secured by employees for education in nursing and other health care fields. Grant funds must be used to cover costs related to a course of study that is expected to or has led to career advancement with the provider or in the HCBS field.
2. MDH is in need of individuals who are trained in nursing and other health care fields and employed by Home and Community-Based Services (HCBS) provider agencies that primarily serve individuals who are 65 years of age or older. MDH is authorized to provide grants to HCBS providers for the provision of employee scholarships and repayment of qualified educational loans secured by employees for education in nursing and other health care fields. Grant funds must be used to cover costs related to a course of study that is expected to or has led to career advancement with the provider or in the HCBS field .
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this grant agreement. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

## Grant Agreement

### Term of Agreement

#### Effective Date

June 1, 2023, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.



### **Expiration Date**

June 30, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

### **Survival of Terms**

The following clauses survive the expiration or cancellation of this grant agreement: Liability; Financial Examinations; Government Data Practices and Data Disclosure; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

### **Activities**

#### **MDH's Activities**

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

#### **Grantee's Activities**

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

### **Time**

Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

### **Award and Payment**

MDH will award funds to Grantee for all activities performed in accordance with this grant agreement.

#### **Grant Award**

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement

#### **Travel Expenses**

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs),

whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

### **Budget Modifications**

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

### **Total Obligation**

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

### **Terms of Payment**

#### **Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

### **Contracting and Bidding Requirements**

#### **Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

#### **Non-municipalities**

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
  1. Minnesota Department of Administration’s Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
  2. Metropolitan Council’s Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
  3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
  - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
  - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41](#) through [177.44](#).
- Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## **Authorized Representatives**

### **MDH's Authorized Representative**

MDH's Authorized Representative for purposes of administering this grant agreement is insert name, title, address, telephone number, and e-mail, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### **Grantee's Authorized Representative**

Grantee's Authorized Representative is insert name, title, address, telephone number, and e-mail, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

## **Assignment, Amendments, Waiver, and Grant Agreement Complete**

### **Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement.

### **Amendments**

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

### **Waiver**

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

### **Grant Agreement Complete**

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

### **Liability**

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this grant agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

### **Financial Examinations**

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **Government Data Practices and Data Disclosure**

#### **Government Data Practices**

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

#### **Data Disclosure**

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **Ownership of Equipment and Supplies**

**Equipment.** “Equipment” is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH’s Authorized Representative for further instruction regarding the disposition of Equipment.

**Supplies.** “Supplies” is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH’s Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

## **Ownership of Materials and Intellectual Property Rights**

### **Ownership of Materials**

“Materials” is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

### **Intellectual Property Rights**

Grantee represents and warrants that Materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee’s expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or

actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

### **Workers' Compensation**

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

### **Publicity and Endorsement**

#### **Publicity**

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

#### **Endorsement**

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

#### **Termination**

##### **Termination by MDH or Grantee**

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

##### **Termination for Cause**

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email, or both) of termination to Grantee.

##### **Termination for Insufficient Funding**

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be

continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

### **Governing Law, Jurisdiction, and Venue**

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

### **Clerical Error**

Notwithstanding Clause “Assignment, Amendments, Waiver, and Grant Agreement Complete” of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

### **Lobbying**

Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

By signing this grant agreement, Grantee certifies that it will not use any funds received



from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant agreement.

## **Other Provisions**

### **Voter Registration Services Requirement**

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

**Exhibit A**

**Name of Grantee:**

**GRANTEE DUTIES AND BUDGET**

Expenses that are unrelated to grant-approved activities, as defined in Exhibit A, will not be reimbursed.

Grantee will be reimbursed for mileage at the IRS approved rate, or Grantee’s established rate, in effect at the time travel occurred. The amount for mileage shown in the budget represents the maximum rate allowed for mileage reimbursement.

Grantees will be required to submit an invoice and program report on a quarterly basis. Reports will be submitted through the Office of Rural Health and Primary Care’s online grant portal. A report form and standard invoice will be provided to grantees. Reports will be due 20 days after each quarter per the following schedule:

- January 20
- April 20
- July 20
- October 20

Type of	Training Institution or Facilitator	Start Date	End Date	# of Participants/ Attendees	Cost Per Participant	Total Costs
<b>TOTAL BUDGET/AWARD TOTAL</b>						

## Attachment C: Due Diligence Review Form

The Minnesota Department of Health (MDH) conducts pre-award assessments of all grant recipients prior to award of funds in accordance with federal, state and agency policies. **The Due Diligence Review is an important part of this assessment.**

These reviews allow MDH to better understand the capacity of applicants and identify opportunities for technical assistance to those that receive grant funds.

Organization	Information
Organization Name:	
Organization Address:	
If the organization has an Employer Identification Number (EIN), please provide EIN here:	
If the organization has done business under any other name(s) in the past five years, please list here:	
If the organization has received grant(s) from MDH within the past five years, please list here:	

### Section 1: To be completed by all organization types

Section 1: Organization Structure	Points
1. How many years has your organization been in existence? <input type="checkbox"/> Less than 5 years (5 points) <input type="checkbox"/> 5 or more years (0 points)	
2. How many paid employees does your organization have (part-time and full-time)? <input type="checkbox"/> 1 (5 points) <input type="checkbox"/> 2-4 (2 points) <input type="checkbox"/> 5 or more (0 points)	
3. Does your organization have a paid bookkeeper? <input type="checkbox"/> No (3 points) <input type="checkbox"/> Yes, an internal staff member (0 points) <input type="checkbox"/> Yes, a contracted third party (0 points)	
<b>SECTION 1 POINT TOTAL</b>	

**Section 2: To be completed by all organization types**

Section 2: Systems and Oversight	Points
<p>4. Does your organization have internal controls in place that require approval before funds can be expended?</p> <p><input type="checkbox"/> No (6 points)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
<p>5. Does your organization have written policies and procedures for the following processes?</p> <ul style="list-style-type: none"> <li>• Accounting</li> <li>• Purchasing</li> <li>• Payroll</li> </ul> <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes, for one or two of the processes listed, but not all (2 points)</p> <p><input type="checkbox"/> Yes, for all of the processes listed (0 points)</p>	
<p>6. Is your organization’s accounting system new within the past twelve months?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point)</p>	
<p>7. Can your organization’s accounting system identify and track grant program-related income and expense separate from all other income and expense?</p> <p><input type="checkbox"/> No (3 points)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
<p>8. Does your organization track the time of employees who receive funding from multiple sources?</p> <p><input type="checkbox"/> No (1 point)</p> <p><input type="checkbox"/> Yes (0 points)</p>	
<p><b>SECTION 2 POINT TOTAL</b></p>	

**Section 3: To be completed by all organization types**

Section 3: Financial Health	Points
<p>9. If required, has your organization had an audit conducted by an independent Certified Public Accountant (CPA) within the past twelve months?</p> <p><input type="checkbox"/> Not Applicable (N/A) (0 points) – if N/A, skip to question 10</p> <p><input type="checkbox"/> No (5 points) – if no, skip to question 10</p> <p><input type="checkbox"/> Yes (0 points) – if yes, answer question 9A</p>	
<p>9A. Are there any unresolved findings or exceptions?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (1 point) – if yes, attach a copy of the management letter and a written explanation to include the finding(s) and why they are unresolved.</p>	
<p>10. Have there been any instances of misuse or fraud in the past three years?</p> <p><input type="checkbox"/> No (0 points)</p> <p><input type="checkbox"/> Yes (5 points) – if yes, attach a written explanation of the issue(s), how they were resolved and what safeguards are now in place.</p>	
<p>11. Are there any current or pending lawsuits against the organization?</p> <p><input type="checkbox"/> No (0 points) – If no, skip to question 12</p> <p><input type="checkbox"/> Yes (3 points) – If yes, answer question 11A</p>	
<p>11A. Could there be an impact on the organization’s financial status or stability?</p> <p><input type="checkbox"/> No (0 points) – if no, attach a written explanation of the lawsuit(s), and why they would not impact the organization’s financial status or stability.</p> <p><input type="checkbox"/> Yes (3 points) – if yes, attach a written explanation of the lawsuit(s), and how they might impact the organization’s financial status or stability.</p>	
<p>12. From how many different funding sources does total revenue come from?</p> <p><input type="checkbox"/> 1-2 (4 points)</p> <p><input type="checkbox"/> 3-5 (2 points)</p> <p><input type="checkbox"/> 6+ (0 points)</p>	
<b>SECTION 3 POINT TOTAL</b>	

**Section 4: To be completed by nonprofit organizations with potential to receive award over \$25,000 (excluding formula grants)**

Office of Grants Management Policy 08-06 requires state agencies to assess a recent financial statement from nonprofit organizations before awarding a grant of over \$25,000 (excluding formula grants).

Section 4: Nonprofit Financial Review	Points
13. Does your nonprofit have tax-exempt status from the IRS? <input type="checkbox"/> No - If no, go to question 14 <input type="checkbox"/> Yes – If yes, answer question 13A	Unscored
13A. What is your nonprofit’s IRS designation? <input type="checkbox"/> 501(c)3 <input type="checkbox"/> Other, please list:	Unscored
14. What was your nonprofit’s total revenue (income, including grant funds) in the most recent twelve-month accounting period?  <b>Enter total revenue here:</b>	Unscored
15. What financial documentation will you be attaching to this form? <input type="checkbox"/> If your answer to question 14 is less than \$50,000, then attach your most recent Board-approved financial statement <input type="checkbox"/> If your answer to question 14 is \$50,000 - \$750,000, then attach your most recent IRS form 990 <input type="checkbox"/> If your answer to question 14 is more than \$750,000, then attach your most recent certified financial audit	Unscored

**Signature**

I certify that the information provided is true, complete and current to the best of my knowledge.

- **SIGNATURE:**
- **NAME & TITLE:**
- **PHONE NUMBER:**
- **EMAIL ADDRESS:**

**MDH Staff Use Only**

**Section 4A: Nonprofit Financial Review Summary**

Complete Section 4A for nonprofit organizations with the potential to receive an award over \$25,000 (with the exception of formula grants). Skip Section 4A and move to Section 5 for all other grantee types.

1. Were there significant operating and/or unrestricted net asset deficits?
  - Yes – if yes, answer questions 3 and 4
  - No – if no, skip questions 3 and 4 and answer questions 5 and 6
2. Were there any other concerns about the nonprofit organization’s financial stability?
  - Yes – if yes, answer questions 3 and 4
  - No – if no, skip questions 3 and 4 and answer questions 5 and 6
3. Please describe the deficit(s) and/or other concerns about the nonprofit organization’s financial stability:
4. Please describe how the grant applicant organization addressed deficit(s) and/or other concerns about the nonprofit organization’s financial stability:
5. Granting Decision:
6. Rationale for grant decision:

**Section 5: Total Points**

<b>Section 1</b>	+	<b>Section 2</b>	+	<b>Section 3</b>	=	<b>Total Points</b>
	+		+		=	

**Section 6: Program Information**

MDH Grant Program	Information
Applicant Project Name	
MDH Grant Program Name	
Division/Section	
Date Nonprofit Review Completed	
Review conducted by	

## Attachment D: Conflict of Interest

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

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

### **Instructions**

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

### **Conflicts of Interest**

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

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

#### **I. Organizational Conflict of Interest:**

An **organizational conflict** of interest exists when, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or a person’s objectivity in performing the grant work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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



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

## II. Individual Conflict of Interest:

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

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

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

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

Instances in which an individual or applicant worked in a volunteer capacity with MDH should be evaluated on a case-by-case basis. Volunteer status has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties. Volunteer is defined as "[a]n individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, is considered to be a volunteer during such hours" ([29 CFR § 553.101\(a\)](#)).