



Mental Health Cultural Community Continuing Education Grant Program- *Individual Providers Tuition Reimbursement Program*

GRANT REQUEST FOR PROPOSAL (RFP)

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RFP Part 1: Overview

1.1 General Information

- **Announcement Title:** Mental Health Cultural Community Continuing Education Grant Program- Individual Providers Tuition Scholarship Program
- **Minnesota Department of Health (MDH) Program Website:** <https://www.health.state.mn.us/facilities/ruralhealth/funding/grants/mhccce.html>
- **Application Deadline:**

Applications will be accepted on a rolling basis and reviewed and awarded three times a year, until all funds are dispersed. Applications must be received by these deadlines:

- March 15, 2022
- August 1, 2022
- January 1, 2023

Applications received after the due date will not be reviewed in that cycle, and instead will be held until the next application cycle. All applications must be received by MDH Office of Rural Health and Primary Care no later than 11:59 p.m. Central Time on the due date.

Applications received after January 1, 2023, will be deemed ineligible and will not be considered. It is the applicant's sole responsibility to allow sufficient time to address all potential delays caused by any reason whatsoever. MDH will not be responsible for delays caused by mail, delivery, computer, or technology problems.

1.2 Program Description

The Mental Health Cultural Community Continuing Education Grant Program (MHCCC), authorized by Minnesota Sessions Law, 2021 Chapter 7, section 44, was established for the purpose of assisting mental health professionals from communities of color or underrepresented communities to become qualified to serve as supervisors for mental health practitioners pursuing licensure. This request for proposal is seeking grant applications from mental health providers pursuing a course of study, through post-secondary training or continuing education, that is expected to lead to recognition as a board-approved supervisor to individual practitioners pursuing licensure as a mental health professional.

Awards will be made up to a maximum amount of \$9,295, with award recipients receiving tuition reimbursement based on a fixed rate, upon completion of approved course of study.

1.3 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. Award allocations will be made based on the number of eligible applications

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received, with applications reviewed three times a year until all funds are dispersed, or until the project end date.

Funding	Estimate
Estimated Total Amount to Grant	\$500,000
Estimated Number of Grant Awards	50
Size of Grant Awards	Up to \$9,295

Match Requirement

No match is required.

Project Dates

April 1, 2022 – March 30, 2024

1.4 Eligible Applicants

Eligible applicants must be:

- A resident of the state of Minnesota
- Individual qualified mental health professional who is licensed to work in the State of Minnesota as one of the following professionals:
 - LCP: Licensed Clinical or Counseling Psychologists (Psy.D., Ph.D. or equivalent)
 - LICSW: Licensed Independent Clinical Social Workers (master’s or doctoral degree in social work; LGSW not eligible)
 - LPCC: Licensed Professional Clinical Counselors (master’s or doctoral degree with a major study in counseling, licensed to practice independently and unsupervised)
 - LMFT: Licensed Marriage and Family Therapists (master’s or doctoral degree with a major study in marriage and family therapy; LAMFT not eligible)
- Representative members of communities of color or underrepresented communities as defined in Minnesota Statutes, Sec. 148E.010, subd. 20; This is defined as:
 - “Underrepresented community” means a group that is not represented in the majority with respect to race, ethnicity, national origin, sexual orientation, gender identity, or physical ability.
- Agree to deliver at least 25 percent of their yearly patient encounters to state public program enrollees or patients receiving sliding fee schedule discounts through a formal sliding fee schedule meeting the standards established by the United States Department of Health and Human Services under Code of Federal Regulations, title 42, Part 51, chapter 303.

Please note, professional training institutions and community education providers should not apply through this grant program. Professional training institutions and community education

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providers should ***follow the application process defined in the Mental Health Cultural Community Continuing Education Grant Program Request for Proposal Specific to Trainers.***

Collaboration

Applicants will be required to submit a statement, from their employer, confirming:

- The organization provides at least 25 percent of their yearly patient encounters to state public program enrollees or patients receiving sliding fee schedule discounts through a formal sliding fee schedule.

or

- The applicant works in a position within the organization that is dedicated to serving at least 25 percent of their yearly patient encounters to state public program enrollees or patients receiving sliding fee schedule discounts.

Applicants who serve as independent providers must upload a copy of their sliding fee discount schedule and their Medical Assistance (MA) claims data.

1.5 Questions and Answers

All questions regarding this RFP must be submitted by email or phone to Health.ORHPC.WorkforceGrants@state.mn.us or 651.201.3936. All answers will be posted within five business days at **Mental Health Cultural Community Continuing Education Grant Program (MHCCC) for Individuals.**

Please submit questions no later than 4:30 p.m. Central Standard Time, on December 20, 2022, or within one week prior to the March and August 2022 deadlines, as referenced in the RFP.

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

RFP Part 2: Program Details

2.1 Priorities

Health Equity Priorities

It is the policy of the State of Minnesota to ensure fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. The Minnesota Office of Grants Management (OGM) [Policy 08-02](#) 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 program was established for the purpose of assisting mental health professionals from communities of color, or underrepresented communities, to become qualified to serve as supervisors for individuals pursuing licensure.

This grant will serve:

- Representative members of communities of color or underrepresented communities as defined in Minn. Stat. [§148E.010, subd. 20](#).

Grant outcomes will include:

Increased number of mental health professionals from communities of color or underrepresented communities who become supervisors for individuals pursuing licensure in eligible mental health professions by completing the recognized course of study, approved by their respective licensing board.

2.2 Eligible Projects

Eligible Expenses

Grantees will be awarded up to \$9,295 to pursue coursework and to apply to become qualified to serve as supervisors for individuals pursuing licensure in eligible mental health professions, as outlined in this RFP.

Payments will be made upon successful completion of required training. Submission of documentation of training completion is also required. Grantees will be paid \$169 per completed continuing education credit (up to 45 credits) for the expense of acquiring educational credits required to serve as a supervisor to individuals pursuing licensure in eligible mental health professions. This set amount is all-inclusive of expenses such as tuition and associated costs such as books, licensing and test fees, equipment, travel, childcare, and loss of wages, while attending class. Additionally, Grantees will be awarded \$1,690 upon submission of

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required documentation to the applicable licensing board, to become a supervisor to individuals pursuing licensure in eligible mental health professions in the State of Minnesota.

Payment will be made to grantees who can provide documentation of the following:

- Completion of the minimum educational requirements defined by the applicable licensing board.
- Submission of required documentation to the applicable licensing board to become a licensed supervisor in the State of Minnesota.

Each licensing board has unique educational requirements to become recognized as a supervisor who oversees individuals pursuing licensure in eligible mental health professions.

Applicants can contact the applicable licensing board for a complete list of acceptable courses.

- Social work: [CE Providers / State of Minnesota Board of Social Work \(mn.gov\)](#)
- Minnesota Board of Marriage and Family Therapy: [Supervision / Minnesota Board of Marriage and Family Therapy \(mn.gov\)](#)
- Minnesota Board of Behavioral Health and Therapy: <https://mn.gov/boards/behavioral-health/licenses/continuing-education/ce-course-sponsor.jsp>
- Minnesota Board of Psychology: [CE Pre Approvals / Minnesota Board of Psychology \(mn.gov\)](#)

Ineligible Expenses

Ineligible expenses include but are not limited to:

- Costs for educational attainment incurred prior to the grant agreement start date, or after the grant project end date.
- Costs of courses that are not completed, according to the facilitator of each course
- Tuition or educational cost for course work not expected to lead to recognition as a supervisor to individuals pursuing licensure in eligible mental health professions.
- Courses or training required to maintain an employee's current certification or licensure
- Administrative expenses to manage the grant
- Lobbyists, political contributions
- Outstanding student loan debt, late payment fees, finance charges

2.3 Grant Management Responsibilities

Grant Agreement

Each awarded applicant 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 all conditions of the grant agreement. Upon review, grantee is expected to sign and comply with all conditions of the grant agreement.

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No work on grant activities can begin until a fully executed grant agreement is in place and the grantee has been notified to start work. An executed grant agreement will only happen if you receive an award.

A sample grant agreement is included as an addendum to this RFP. 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 state 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 response to this RFP. Certain exceptions may result in an application being disqualified from further review and evaluation. Only those exceptions indicated in an application will be available for discussion or negotiation.

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

Accountability and Reporting Requirements

It is the policy of the State of Minnesota to monitor progress on state grants by requiring grantees to submit written progress reports at least annually until all grant funds have been expended and all terms in the grant agreement have been met (OGM Policy 08-10, "Grant Monitoring").

The reporting schedule will be at the time of completion and submission of educational credits to the State, or at minimum, bi-annually, whichever is sooner.

The grantee will be required to document progress towards the Educational Attainment Plan which will be uploaded to the online grant portal. These trainings should align to the educational attainment plan submitted at the time of application. This report will require the grantee to attest to completion of required course work, and provide the name of the training, trainer or educational institution, date of completion, and the number of continuing education or college credits earned.

Grant Payments

Per OGM Policy 08-08, "Grant Payments," reimbursement is the method for making grant payments. All grantee requests for reimbursement must correspond to the approved course of study outlined in their educational attainment plan included with the grant application. MDH will review each request for reimbursement against the approved course of study outlined in the grant agreement, and the corresponding report of educational attainment before approving reimbursement to Grantee. Grant payments shall not be made on grants without the corresponding educational attainment report.

Invoices will be submitted through the online grant portal, and request for payments outside of the system will not be accepted. The invoicing and payment schedule will be:

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- Grantees will be paid \$169 per each completed continuing education credit, up to 45 credits for the expense of acquiring educational credits required to serve as a licensing supervisor, including tuition and associated costs such as books, licensing and test fees, equipment, travel, childcare, and loss of wages while attending class.
- Grantees will be awarded \$1,690 upon submission of documentation to respective licensing board for supervisory recognition. Payment will be made to grantees who can document the following:
 - Completion of the minimum educational requirements defined by the grantees licensing board.
 - Documentation of application to licensing board to become licensing supervisor in the State of Minnesota.
- No invoice will be reviewed without the accompanying educational attainment progress report. Request for payments without this report will be denied.

Grantees that can document significant financial hardship to covering the costs of course work can seek payment through an alternative payment structure and receive upfront payment for tuition and associated costs upon submission of documentation of enrollment in eligible courses. Payments for courses that are not completed must be returned to the State. These applicants must submit information from their previous year's tax returns that show their income falls at or below the cost-of-living rate in their current county of residence, as defined by the Minnesota Department of Employment and Economic Development, and an affidavit confirming commitment to completing and submitting reporting requirements. Information required for waiver consideration is household size and adjusted gross income (all reflected on the front page of applicant's federal 1040 tax form). Applicants with questions about whether their income level would be considered for eligibility for a waiver should visit <https://mn.gov/deed/data/data-tools/col/>. The program will use the applicant's current county of residence as the regional level for determining eligibility.

2.4 Grant Provisions

Public Data and Trade Secret Materials

All applications submitted in response to this RFP will become property of the State. In accordance with Minn Statutes § Sec. 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 § Sec. 13.37, subd. 1(b) of the Minn Statutes. A statement by an applicant that the application is copyrighted or

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otherwise protected does not prevent public access to the application or its contents. (Minn Statutes 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. § Sec. 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 (Minn Stat. Ch. 13) and other relevant laws and regulations.

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

Audits

Grantees will be required to maintain copies of documentation for all expenses submitted for reimbursement. 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. Minnesota Rules, part [5000.3500](#)

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

2.5 Review and Selection Process

Review Process

Funding will be allocated through a competitive process with review by a committee representing experts from the mental health profession, post-secondary training institutes, and workforce development expertise. 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.

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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.

All eligible applications will be considered for funding. However, should MDH receive more request for support than available funds, higher scoring applications will receive priority. The scoring factors and weight that applications will be judged are based on the following criteria:

- **Eligibility (10 points):**
 - Applicant must hold a valid Mental Health Professional license as determined by state licensing board. Applicants that do not meet this requirement will not be considered for funding.
- **Practice verification (30 points):**
 - The applicant must attest to delivering at least 25% of their yearly patient encounters to state public program enrollees or patients receiving sliding fee schedule discounts through a formal sliding fee schedule.
 - Letter of recommendation from a professional in the field who knows your work
- **Commitment to Supervisory Practice (30 points):** Applicants will submit a statement detailing their commitment to advancing mental health practice within the BIPOC community through supervisory practice. (5000 characters or less)
- **Educational Attainment plan (30 points):** The plan is complete and demonstrates a pathway to completion of the minimum required course work for their respective licensing board.

Notification

MDH will notify all applicants through the online grant portal. This notification will come in the form of an email sent to the contact whose information is provided in the application. Decisions will be announced on or before 90 days after application deadline.

RFP Part 3: Application and Submission Instructions

3.1 Application Submission Instructions

ORHPC requires application submissions to be made through an online [Grants Portal](#). A user profile must be created in order to use the system.

- **Existing users:** If you already have a user account, please enter your credentials and log-in. Your user name is your email address. If you forgot your passwords, please use the “Forgot your Password?” link to reset your password.

Please note, this program is offering grants to individual providers; as such the grant contract will be held with the applicant and not an organization. If you have a user profile through a professional capacity with your organization, this profile should not be used. You must create a new profile using a personal email address.

- **New users:** If you do not already have a profile in the system, you will need to create an account. Please click on “Create New Account” to complete the registration process and create your logon credentials.

Once in the system, click on the link “apply” located on the upper tool bar on the home page. You will be redirected to a list of open applications in the system; select the appropriate program. Read **RFP Part 3.3: Application Elements** within the request for proposal for further instructions on how to address application questions outlined in the Grants Portal.

3.2 Application Instructions

Incomplete applications may be rejected and not evaluated.

Applications must include all required application materials, including attachments. **MDH reserves the right to reject any application that does not meet these requirements.**

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

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

3.3 Application Elements

Checklist	
Step 1. Applicants must obtain a Minnesota SWIFT Vendor ID number before applying for funding. Applicants secure a vendor ID number by applying through the State of Minnesota Supplier Portal . Questions: contact Department of Administration at Phone: 651-201-8100, option 1, or 651.296.2600 or e-mail: OSPHelp.line@state.mn.us . More info here . If you already have a SWIFT ID please do not create another SWIFT ID and use your existing SWIFT ID.	
Step 2. Applicants must create a user profile through the MDH Grant Application Portal .	
Step 3. Once in the portal, applicants create an application and complete required sections of the application detailed below. Incomplete applications may be deemed ineligible and not reviewed.	
A.	Applicant Information. The form requests applicant’s contact information. This is used to generate a grant agreement should the application be awarded. Accuracy is critical to both receiving notifications and program information and payments on awards. <i>Please note, the name and address provided must match the SWIFT system, exactly.</i>
B.	Mental Health Profession Type: Applicants will be asked to provide licensure numbers and details. This information will be used in verifying eligibility for the grant program.
C.	Educational History: Applicants are asked to verify the educational institution at which they earned their degree that allows them to practice as a Mental Health Professional in Minnesota.
D.	Demographic Information: Applicants will be asked demographic information about themselves. This information will be used to determine eligibility for the program. Questions address gender, ethnicity, race, and general question about background of the applicant.
E.	Practice Site: Applicants will provide the location for the site that they will use to verify 25% of patients served are enrolled in a public program or receiving a sliding fee discount. <ul style="list-style-type: none"> ▪ The form will require you to enter in the email address for a contact person at this organization that can attest to your employment and the requirements of the program. This contact person should meet one of the following criteria: serve as the applicant’s supervisor, clinical director, a Human Resources Director, or the CEO. ▪ Applicants who serve as independent providers must upload a copy of their sliding fee discount schedule and their MA claims data.
F.	Statement of Commitment to Supervisory Practice: Applicants will provide a brief statement detailing their commitment to advancing mental health practice within the BIPOC community through supervisory practice (5000 characters).
G.	Educational Plan: Applicants must submit an educational plan that outlines the training that will be taken that will meet or exceed the minimum CEU’s requirements to become recognized as a licensing supervisor by their respective licensing boards. Applicants must provide: <ul style="list-style-type: none"> • the name of the training, • the name of the trainer or educational institution, • and the # of educational credits that will be earned <i>for each of the required trainings.</i>
H.	Waiver Request: Applicants can request a waiver to reimbursement-based payments. Questions will be asked about the applicant’s household income. Verification required.

RFP Part 4: Addendum A

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF HEALTH
SAMPLE GRANT CONTRACT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Health ("STATE" or "MDH") and **Jane Doe** ("GRANTEE").

Recitals

1. Under Minn. Stat. § 144.05, 144.0742, and [Minn. Session Law, 2021 Ch. 7, § 44](#) the State is empowered to enter into this grant agreement.
2. The State is in need of mental health professionals from communities or color or underrepresented communities to become qualified to serve as supervisors for individuals pursuing licensure. These grant funds will support mental health providers pursuing a course of study, through post-secondary training or continuing education, that is expected to lead to recognition as a board-approved supervisor to individual practitioners pursuing licensure as a mental health professional (Licensing Supervisor).
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Agreement

1. Term of Grant Agreement

1.1 Effective date:

June 1, 2022, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.2 Expiration date:

March 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant agreement:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property;
12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15
Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- Comply with required grants management policies and procedures set forth

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through

[Minn. Stat. § 16B.97](#), subd. 4 (a) (1).

- Complete required course work to become a licensing supervisor in the State of Minnesota, up to 45 credits as approved in application.
- Submit application to respective licensing board for approval to serve as a Licensing Supervisor.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 Consideration.

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

(a) Compensation

The Grantee will be paid upon documentation of successful completion of required training.

- Grantees will be paid \$169 per each completed continuing education credit, up to 45 credits for the expense of acquiring educational credits required to serve as a Licensing Supervisor, including tuition and associated costs such as books, licensing and test fees, equipment, travel, childcare, and loss of wages while attending class.
- Grantees will be awarded \$1,690 upon submission of documentation to respective licensing board for supervisory recognition. Payment will be made to grantees who can document the following:
 - Completion of the minimum educational requirements defined by the applicable licensing board.
 - Documentation of submitted application to licensing board to become a Licensing Supervisor in the State of Minnesota.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$9,295.

4.2 Payment

(a) Invoices

After review of the Application, the Grantee has been approved for the following type of payment. The Grantee must adhere to the process in the applicable section below to ensure compliance with the Terms and Conditions of the Application.

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Reimbursement

Grantee pays for the Continuing Education Tuition and associated costs, as detailed in this grant agreement. Grantee must ensure the requirements for Continuing Education Credits are met, as set forth by the facilitator of the course(s).

MDH ORHPC staff will review the documentation showing completion of courses. The Grantee will typically receive reimbursement within approximately 30 days of receipt of the approved documentation of course completion. Grantees will receive a one-time reimbursement for the amount paid to obtain the Continuing Education Credits, not to exceed the approved grant amount. Payment will not be made for duplicate coursework.

Grantee submits documentation of course completion, along with the application to licensing board for supervisory practice to MDH ORHPC showing that all activities have been completed towards the Continuing Education Tuition listed in this grant agreement.

Alternative Reimbursement

Grantee enrolls in the class and submits documentation of enrollment showing the number of educational credits being attempted to MDH ORHPC.

MDH ORHPC will initiate the payment process (verifying the number of approved credits matches educational attainment plan) for continuing education credits and associated costs only. Grantees will typically receive payment within approximately 30 days of receipt of this letter.

Grantee will receive advance payment for the Continuing Education tuition and associated costs, as detailed in this grant agreement. Grantee must ensure the requirements for Continuing Education credits are met, as set forth by the facilitator of the course(s).

Grantee will reimburse MDH ORHPC for any uncompleted coursework for which payment was received.

The State will not reimburse more than once for the same course.

Prior to the expiration of this grant agreement (March 31, 2024), Grantee agrees to submit documentation of coursework completion, and application to licensing board for supervisory practice to MDH ORHPC showing that the full grant amount has been used to pay for the Continuing Education Tuition listed in this grant agreement. Final payment on this grant will not be made until MDH ORHPC receives documentation of completion of courses and application to the licensing board for supervisory practice, and a reconciliation is conducted for any payments

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made at time of enrollment. Should applicant have earned fewer continuing education credits than paid, this overage amount will be subtracted from the final payment. Any payment made to Grantee for uncompleted coursework, in excess of the final payment amount, shall be returned to MDH ORHPC.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5. Conditions of Payment:

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is Joanne Madrid, State Program Administrator Senior, 651-201-3895, joanne.madrid@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is (Jane Doe, LICSW, 123 Main Street, Center Town, MN 123456, 555-555-5555, and janedoe@grantee.com) If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State, in writing.

7. Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 Waiver

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

7.4 Grant Agreement Complete

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

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Grantees must save all documentation related to training activities and grant duties for six years after the expiration date of this grant agreement. Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or 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.

10. Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices:

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

10.2 Intellectual Property Rights

Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend 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.

11. Workers Compensation

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

12. Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

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

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 Termination by the State

The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. Per Minn. Stat. § 16B.991, the State

must immediately terminate this grant agreement if the recipient is convicted of a criminal offense related to a state grant.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must 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 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.

15. Data Disclosure

The applicant will provide information for payment processing through the Vendor SWIFT system. Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State through the vendor SWIFT system, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. Clerical Error

Notwithstanding Clause 7 of this grant agreement, the State reserves the right to unilaterally fix clerical errors contained in the Grant Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

17. Lobbying

- 17.1** 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.
- 17.2** 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.
- 17.3** Providing education about the importance of policies as a public health strategy,

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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.

- 17.4** 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.

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1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____ *(with delegated authority)*

Title: _____

Date: _____

Distribution: Agency; Grantee; State's Authorized Representative