

HOME AND COMMUNITY-BASED SERVICES (HCBS) Provider Capacity Grants for Rural and Underserved Communities: Round Four

TO: Round 4- HCBS provider Capacity Grant Applicants (“Grant Applicants”)

FROM: State of Minnesota, Department of Human Services (DHS), Division of Grants, Equity, Access, and Research (GEAR) Division (“STATE”)

ACTION: Application for this funding will be accepted via the [online portal](#) only.

This “application” includes the entire Grant Application and Assurances (GAA), and any required supporting documentation such as a work plan and budget.

Definitions/Terminology:

- **Grant Application and Assurances (“GAA”):** This includes the Request for Grant Applications, the Grant Application Template, and the Assurances (all part of this document/template). The Grant Application and Assurances document must be signed by the Grant Applicant when submitted to the STATE and is legally binding.
- **Official Grant Award Notice (“OGAN”):** This is the award letter sent by the STATE to successful Grant Applicant(s) to notify them that they have been awarded the grant. This document, once signed by the STATE, and in combination with the submitted GAA, forms the complete binding legal agreement between the STATE and the GRANTEE.
- **OGAN** may also be used to refer to the entire solicitation, award, and contract development process when awarding grants through an Official Grant Award Notice.
- **Grant:** This refers to the combination of the signed Grant Application and Assurances and the Official Grant Award Notice which forms the entire agreement, the grant contract/agreement.
- **Grant Applicant:** The organization completing and submitting the Grant Application and Assurances.
- **Grantee:** Once the STATE signs the Official Grant Award Notice for a specific Grant Applicant, then the award is binding, and the Grant Applicant becomes a Grantee.

Instructions on How to Apply:

- When you are ready to submit your application, please click this link <https://www.grantinterface.com/Home/Logon?urlkey=mngear> to be connected to the grant application system.
- If you have already applied for a GEAR grant before, you may log in with your current email address and password.
- If you are a first-time applicant, once you click on the link above, select the “Create New Account” button to register.
- If you are not sure if your organization has an account or not, please reach out to GEAR at mn.gear.dhs@state.mn.us before creating a new account.
- Fill in the required fields on all screens and then create a password.
- You will receive an email from the online grant application system to confirm your User Login account.
- The next step is to click the verification link you received in the email.
- You will then arrive on the “Apply” page.
- You may read the description of the GEAR grant program here.
- Click the gray “Preview” button in the bottom-left to preview the application or click the blue “Apply” button in the top-right to begin applying.

The STATE strongly encourages all applicants to click through, read and view all of the helpful information that is included in the Applicant Tutorial section in the [online portal](#), which is the first part of the application. This section provides helpful step-by-step instructions on how to navigate the online grant application system. The sections following the Applicant Tutorial provide the applicant with general information on this grant and all sections of the actual application.

Please make sure to thoroughly read and complete all sections included in the online grant application. Grant applications must be submitted through this electronic submission process only. Only applications that have been submitted via this online grant portal system by the application deadline of **May 22, 2026, by 4 p.m. Central Time will be considered. Late proposals will not be considered. Hand-delivered, faxed or e- mailed proposals will not be accepted.**

The Application includes:

- a. The entire Grant Application and Assurances,
- b. Workplan (**Attachment A** embedded in the [online application portal](#)),
- c. Application budget (Excel worksheet using template provided in the online application package (**Attachment B**),
- d. Required eDocs forms [7020](#) and [7896](#), and
- e. Supporting financial documentation as listed below:

1. Non-profit organizations **must** include:
 - a. Most recent 990 form, **and**
 - b. Board-reviewed (or other managing group) financial statements, **and**
 - c. Audited financial statements.
2. For-profit organizations **must** include:
 - a. Statement of financial position (also called a balance sheet),
 - b. Statement of activities,
 - c. Statement of cash flows, **and**
 - d. Most recent federal and state tax returns.

1. Award Overview

A. Purpose and Outcome of the Grant Opportunity

The Department of Human Services (DHS) Grants, Equity, Access, and Research (GEAR) Division (STATE) has the authority to enter into grant contracts that will increase the number and capacity of Home and Community-Based Services (HCBS) providers in rural and/or serving rural or underserved communities pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6). This grant opportunity is funded through the Minnesota Legislature Laws of Chapter 61 - MN Laws Sec. 59. PROVIDER CAPACITY GRANTS FOR RURAL AND UNDERSERVED COMMUNITIES. Grant applicant represents that it is duly qualified and willing to perform the services set forth in this grant application to the satisfaction of STATE.

B. Eligibility Criteria

This funding opportunity is open to licensed Home and Community-Based Services (HCBS) providers currently enrolled in Minnesota Health Care Programs (MHCP), and are seeking to improve, enhance, or strengthen their HCBS infrastructure.

Eligible applicants must be currently licensed and enrolled in MHCP, actively providing services, and committed to improving, enhancing, or strengthening the infrastructure used to deliver HCBS. Eligible grant applicants must be existing HCBS providers who want to:

- improve existing services to reach more people.
- improve capacity to address organizational challenges and gaps in service delivery by developing and implementing innovative solutions and inclusive and equitable services in their communities.
- improve the use and sustainability of positive supports to promote inclusion, person-centeredness, and community participation (or engagement) where older adults and people with disabilities make informed choices and have full control over their life decisions and access to quality HCBS services.

- Organizations must be located and doing business/serving clients in Minnesota.

C. Funding

Funding Requirements

The primary goals of this funding are to reduce disparities, increase access, and advance equity in the availability and delivery of Home and Community-Based Services (HCBS) across Minnesota. Successful capacity-building proposals must strengthen and enhance HCBS, with a particular focus on expanding existing HCBS programs' access in rural and underserved communities. Applicants are required to clearly describe how the proposed funding will be used to build capacity, improve access, and enhance the delivery of HCBS. Proposals must also demonstrate compliance with all applicable HCBS licensing requirements and operational standards.

Grant funds will be awarded competitively to organizations that serve Medical Assistance (MA) recipients who are eligible for Home and Community-Based Services (HCBS), that are enhancing/expanding existing services to serving MA recipients eligible for HCBS. Funds must be used by organizations that currently serve MA recipients eligible for HCBS. Only organizations currently licensed and enrolled in MHCP are eligible to apply for this grant funding.

Funding Availability

The Department of Human Services (STATE) estimates that up to **four million dollars (\$4,000,000)** is available through funding made available by Minnesota state legislature Laws of Chapter 61 - MN Laws Sec. 59. PROVIDER CAPACITY GRANTS FOR RURAL AND UNDERSERVED COMMUNITIES to increase the capacity of HCBS providers serving underserved and/or rural communities.

The maximum grant award may not exceed one hundred thousand dollars (\$100,000).

STATE reserves the right to offer grant amounts that differ from the Grant Applicant's request, or the maximum identified above. Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. All expenditure must be made from GRANTEE's organizational bank account or organization credit card. Personal expenditures from personal bank accounts or personal credit cards are strictly prohibited and ineligible for reimbursement under any circumstances.

GRANTEE shall submit itemized reimbursement requests accompanied by proof of payment from GRANTEE's organizational accounts only, such as cancelled checks, organization bank statements, receipts or organizational credit card statements. GRANTEE shall maintain accounting records in accordance with generally accepted accounting principles, including source documentation such as receipts, invoices, payroll ledgers, purchase orders and mileage logs. All documentation must clearly demonstrate that payment originated from GRANTEE's organizational accounts.

D. Grant Period

The term of the initial grant period is **anticipated** to be from **September 1, 2026, through June 30, 2027**. Extensions/continuation awards will be considered, with the option of one possible extension depending on funding availability.

E. State's Right to Cancel

This grant opportunity does not obligate STATE to award a grant, and STATE reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, agency priorities or other considerations.

2. General Information

A. Project Information and Background

The State of Minnesota is seeking proposals from eligible providers to build capacity in the delivery of Home and Community-Based Services (HCBS). This funding opportunity is intended to support the expansion, innovation, and enhancement of services that promote independence and improve quality of life for older adults and individuals with disabilities, particularly those who face systemic barriers to accessing care, across the following waivers and programs (each program listed below links to additional information):

- [Alternative Care \(AC\) Program](#)
- [Brain Injury \(BI\) Waiver Program](#)
- [Community Access for Disability Inclusion \(CADI\) Waiver](#)
- [Community Alternative Care \(CAC\) Waiver](#)
- [Community First Services and Supports \(CFSS\)](#)
- [Developmental Disabilities \(DD\) Waiver Program](#)
- [Elderly Waiver \(EW\) Program](#)
- [Essential Community Supports](#)
- [Moving Home Minnesota](#)
- [State Plan Home Care Services](#)

Successful capacity-building proposals must strengthen and enhance HCBS through the waivers and programs listed above and expand access to HCBS in rural and underserved communities. Applicants are required to describe how the proposed funding will support capacity building to increase and improve access to HCBS. Proposals must also demonstrate compliance with HCBS licensing requirements and overall operational standards.

B. Specific Program Expectations

Funding will be awarded to selected grantees, and the STATE is prepared to fund a variety of projects that will enhance, improve, and expand HCBS. Applications that support capacity building for people with complex needs and trauma-informed care are highly encouraged to apply.

The STATE will assess the amount of proposed funding along with the number of participants the project(s) would affect. Applicants shall submit a comprehensive budget with their proposal. Proposed budgets will be evaluated on budget specificity, work plan goals and objectives. Awarded applicants must validate expenses as they submit their invoices during the contract period. All expenses are subject to audit at the discretion of the STATE. Grantees must submit a report on progress and expenses upon the timeline listed in the contract.

Please note: **This grant operates on a reimbursement-only basis; no cash advances will be provided.**

Priority populations

These grant funds are intended to support providers in expanding Home and Community-Based Services (HCBS) for older adults, individuals with disabilities, and individuals whose behaviors impact their ability to obtain and sustain community-based services and supports. Challenging behaviors may include patterns of behavior that make it difficult for a person to participate in everyday life, build relationships, or access and maintain services and supports, especially in community settings. Behaviors that are intense, frequent, or disruptive enough to interfere with a person's safety, well-being, or ability to live and be supported in the community. Grant funds must serve one or more of the following priority populations:

- American Indian, Alaskan Native, and Native Hawaiians,
- Asian and Pacific Islanders,
- Black/African American (American-born),
- Black/African-born,
- Latine,
- People who identify as LGBTQ+,
- People living in rural and regional centers outside the seven-county metro area.

C. General Expectations of Grantees

Grantees are expected to meet the following requirements in administering and reporting on grant funds throughout the grant period:

- Grantees are expected to participate regularly (approx. monthly) in a STATE-funded collaborative forum/learning community focused on providers serving these communities. The

learning community will be a place for providers to share and learn from each other, as well as access web-based training programs, tools and strategies providers can use to develop resources and service delivery systems.

- Grantees will be expected to retain documentation to support expenditures related to the grant. Reimbursement must be based on necessary and applicable expenditures related to the program.
- Maintain a ledger to track the grant budget expenditures, payment reimbursements and documentation (such as invoices, receipts, bank statements, etc.) that supports grantees' budget line-item expenses.
- Submit financial reporting forms and progress reports by the dates indicated in the Official Grant Award Notice (OGAN).
- If subcontracting is an allowable expenditure in the budget, follow applicable state and federal procurement laws and information in the Grant Application and Assurances.
- Prior to issuing the OGAN, STATE will conduct the following pre-award review activities:
 - For grants funded in whole or in part with federal funds, STATE will conduct a pre-award risk assessment in accordance with 2 C.F.R. § 200.206.
 - For all grants exceeding fifty thousand dollars (\$50,000), STATE will conduct a pre-award risk assessment and review the grant applicant's financial statements consistent with Office of Grants Management Policy 08-06: Pre-award Risk Assessment of Potential Grantees.
- STATE will conduct monitoring visits according to the following schedule:
 - For grants exceeding fifty thousand dollars (\$50,000), at least one monitoring visit is required during the grant period.
 - For grants exceeding two hundred and fifty thousand dollars (\$250,000), a monitoring visit is required annually.

D. Project Examples

The following are examples of projects that may help **HCBS providers** build capacity to **improve, enhance, or expand Home and Community-Based Services (HCBS)**.

Grant funds may only be used to build organizational capacity in one or more of the following areas:

- **Program Compliance and Quality Improvement:**
Developing internal tools, processes, policies, and procedures to ensure service delivery meets regulatory standards and supports continuous quality improvement.
- **Workforce Development:**
Addressing workforce shortages through professional development and training that enhances staff expertise, improves program implementation, and strengthens organizational management capacity.

- **Person-Centered Practices:**
Building capacity to integrate person-centered philosophies, ensuring individuals have meaningful choice and control in their lives.
- **Organizational Infrastructure:**
Improve or upgrade internal systems such as accounting, human resources, billing, and administrative management tools to deliver effective services.
- **Technology and Equipment:**
Purchasing technology, software, or other equipment to support community-based services, enhance efficiency, and ensure compliance with Electronic Visit Verification (EVV) requirements.
- **Accessible Transportation:**
Purchasing or modifying vehicles to provide safe, individualized transportation for HCBS participants.
- **Facility and Home Modifications:**
Making modifications to buildings or homes to meet participant needs and improve accessibility.
- **Assistive Technology:**
Acquiring equipment, products, or systems such as wheelchair ramps, vehicle platform lifts (VPL), ceiling lifts, or other assistive technologies to increase, maintain, or improve functional capabilities for HCBS participants.

E. All awarded funds have the following restrictions:

All awarded funds are subject to the following restrictions:

- Funds must only be used for the projects and budget items specified in the Official Grant Award Notice (OGAN).
- Each budget item must be justified and directly related to the project proposal. Items lacking justification or unrelated to project goals will not be approved.
- Grant funds may not be used to pay for client direct services or clinical care.
- All costs must be clearly connected to the approved project proposal and outlined in the submitted budget.
- Grantees must maintain complete records of all expenditures. Project budgets and financial documentation are subject to audit.
- Funds may not be used to pay for services already covered by other funding sources.

F. Grant Administration Requirements

Grantees must comply with the following requirements in administering grant funds:

- **Travel expenses.** Reimbursement for grant-related travel is limited to the rates set forth in the most current [Commissioner's Travel Reimbursement Plan](#).
- **State Grant Management Policies.** Grantees are subject to all applicable [Minnesota Office of Grant Management Policies](#) pursuant to Minn. Stat. § 16B.97, subd. 4(a)(1) including but not limited to monitoring and financial reconciliation under [Office of Grants Management \(OGM\) Policy 08-10](#).

3. Grant Application Components and Instructions

All green highlighted items should be completed by the Applicant.

A. Applicant Information and ID Numbers

Applications must include:

1. An original signature from the identified official with authority to sign on behalf of the Grant Applicant.
2. Contact information for the agency, agency head, the program contact and the accounting or business office manager.
3. A Minnesota Statewide Integrated Financial Tool System (SWIFT) Vendor Number and a Unique Entity Identifier (UEI).
 - Reference this information on SWIFT: <https://mn.gov/mmb/accounting/swift/vendor-resources/>
 - The Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at [SAM.gov](https://sam.gov) to uniquely identify business entities and must match the Applicant's name.

B. Assurances – Standard and Program-Specific

When you sign the application, you certify that you have read the entire Grant Application and Assurances and that you will comply with the approved application, the assurances here and in the Official Grant Award Notice (OGAN) and all other applicable federal regulations, State statutes, and local policies.

C. Application Narrative Components and Budget

In the Grant Application Narrative Section, write your response to each component, being sure to include a response to each part. Space is provided to answer each narrative section.

Total points possible for each application are: 100 Points

The completed application should consist of the following:

- a. The entire Grant Application and Assurances,

- b. Workplan (**Attachment A** embedded in the [online application portal](#)),
- c. Application budget (Excel Worksheet using the template providing in the online application package, **Attachment B**),
- d. Required eDocs forms [7020](#) and [7896](#), and
- e. Supporting financial documentation as listed below:
 - 1) Non-profit organizations **must** include:
 - a) Most recent 990 form, **and**
 - b) Board-reviewed (or other managing group) financial statements, **and**
 - c) Audited financial statements.
 - 2) For-profit organizations **must** include:
 - a) Statement of financial position (also called a balance sheet),
 - b) Statement of activities,
 - c) Statement of cash flows, **and**
 - d) Most recent federal and state tax returns.

D. Required Statements and Forms

Complete the correlating forms found in [eDocs](#) by searching for the form numbers referenced below and submit the completed forms in the “Required Statements and Forms” section of your Proposal. You must use the current forms found in eDocs. **Failure to submit a Required Statement or to use the most current forms found in eDocs is at the Responder’s risk and may, at the discretion of STATE, result in disqualification of the Proposal for unresponsiveness.**

- a. **Responder Information and Declarations** (Responder Information/Declarations Form DHS-7020-ENG): Complete the “*Responder Information and Declarations*” form available at the above link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Grant Applicants may fail the Required Statements Review in the event that Grant Applicant does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, State reserves the right to fail a Grant Applicant in the event the Grant Applicant does not make a necessary disclosure in the “*Responder Information and Declarations*” form or makes a disclosure which evidences a conflict of interest
- b. **Documentation to Establish Financial Stability** (DHS-7896-ENG): Minnesota Statutes, section 16B.981/[Laws of Minnesota 2023, chapter 62](#), article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of fifty thousand dollars (\$50,000) or more.

All grantees as defined in [Minnesota Statutes, section 16B.981, subdivision 1\(c\)](#) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of fifty thousand dollars (\$50,000) and higher.

The information collected under this section will be used in the STATE's determination of the award of the contract. Grant applicants must complete the "*Documentation to Establish Financial Stability*" form and submit the form with their Proposal. The STATE will request the applicable documentation upon its determination that Grant Applicant is a finalist in the solicitation process.

E. Applicant Questions

Grant Applicant Conference

A Virtual Grant Applicant Conference will be held **on April 27, 2026, at 1:00 p.m.** Central Time. Grant Applicant's may attend via Teams through this link: [HCBS Provider Capacity Round 4 Grant Applicant Conference Link](#).

The conference will serve as an opportunity for Grant Applicants to ask specific questions of STATE staff concerning the project. Attendance at the Grant Applicant's Conference is not required but is recommended. Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective applicants after the conference.

Written Questions

- Questions must be emailed by **May 1, 2026**, to mn.gear.dhs@state.mn.us.
- A question and answer document will be published **May 8, 2026**.
- Questions related to the grant opportunity may be answered **only through emailing** mn.gear.dhs@state.mn.us.

F. Application Submission and Signature

Applications must be received by **May 22, 2026, at 4 p.m. Central Time** to be considered. Late applications will not be accepted.

Completed applications with supporting documentation will only be accepted via the online grant application portal from this [link](#). STATE strongly encourages all applicants to click through, read and view all of the helpful information that is included in the Applicant Tutorial section, which is the first part of the application.

By submitting this Grant Application and Assurances, the Grant Applicant agrees to comply with all provisions of the award including all assurances and certifications made in the Grant Application and

Assurances and all applicable state or federal statutes, regulations and guidelines. The Grant Applicant agrees to administer the program in accordance with the approved Grant Application and Assurances, budget, timelines, and other supplemental information submitted in support of the approved Grant Application and Assurances and in accordance with the terms identified in the Official Grant Award Notice (OGAN). The signed Grant Application and Assurances combined with the signed OGAN (if awarded) constitute the contract (CONTRACT).

Any costs associated with this Application are the responsibility of the applicant and will not be reimbursed by the STATE. The burden of proof of timely submission is on the applicant.

G. Public Data

Per Minn. Stat. § 13.599:

Names and addresses of Grant Applicants will be public data once application materials are opened. All remaining data in proposal responses (except trade secret data as defined and classified in §13.37) will be public data after the evaluation process is completed (for the purposes of this grant application, when all Official Grant Award Notices have been issued by the state agency to the GRANTEES). All data created or maintained by STATE as part of the evaluation process (except trade secret data as defined and classified in § 13.37) will be public data after the evaluation process is completed (for the purposes of this grant, when all Official Grant Award Notices have been issued by the STATE to the GRANTEES).

4. Application Screening and Review Process

Phase 1: Screening

Applications that meet the following criteria will be forwarded for further consideration and review:

1. Received by due date and time.
2. The Grant Applicant meets the minimum eligibility of the grant. The Grant Applicant must be licensed HCBS provider, currently enrolled in Minnesota Health Care Programs (MCHP).
3. Application is completed and includes:
 - a. Signed application and assurances,
 - b. Completed narrative,
 - c. Completed Workplan (**Attachment A** imbedded in the [online application](#)),
 - d. Completed application budget using Excel worksheet provided in the online application, **Attachment B**),
 - e. Required eDocs forms [7020](#) and [7896](#), and
 - f. Supporting financial documentation as listed below:
 - i. Non-profit organizations **must** include:
 - a. Most recent 990 form, **and**
 - b. Board-reviewed (or other managing group) financial statements, **or**

- c. Audited financial statements.
- ii. For-profit organizations **must** include:
 - a. Statement of financial Position (also called a balance sheet),
 - b. Statement of activities,
 - c. Statement of cash flows, **and**
 - d. Most recent federal and state tax returns

Phase 2: Application Components Scored

Each Grant Application and Assurances will be reviewed and scored separately by grant reviewers. Reviewers will apply a score to each component below. Maximum number of points for the application: **100 points**.

1. Statement of Need – **10 points**
2. Eligibility of the Applicant – **10 points**
3. Capacity of the Applicant Agency – **15 points**
4. Equity Considerations – **25 points**
5. Workplan: Project Goals, Activities, Outcomes, and Estimated Timelines (**Attachment A**) embedded in the application portal – **20 points**
6. Sustainability Plan – **5 points**
7. Budget using **Attachment B** template provided in [online application](#) – **15 points**

Phase 3: Review of Application Scores

STATE program staff and management will review the recommendations, scores, and comments provided by grant reviewers. As a standard practice, grant awards will be offered to applications receiving the highest scores, based on the following criteria:

1. The applicant's organizational overview and demonstrated experience in providing Home and Community-Based Services (HCBS), including organizational qualifications, current HCBS licensure status, and the list of services in which the organization is currently enrolled under Minnesota Health Care Programs (MHCP).
2. Demonstrated capacity to expand current services to serve more individuals and evidence of successful outcomes.
3. Clearly outline how the proposed activities will be successfully implemented, including program oversight and management plans.
4. A comprehensive staffing plan, including key personnel and relevant experience.
5. Cost-effectiveness and clear, reasonable budget justification.
6. A strong sustainability and reporting plan, including the relevance and clarity of the proposed work plan.
7. Demonstrated ability to reach underserved populations.
8. Commitment to cultural competence and advancing equity.

9. Strength of partnerships and plans for sustainability beyond the grant period.
10. Capacity to accurately track and report grant expenditures and activities.

The STATE may offer a grant award amount that differs from the amount requested in the application or from the maximum award amount identified by the STATE. The STATE may also contact applicants to request clarification on one or more sections of the application and may contact reviewers to clarify their feedback.

Phase 4: Pre-Award Risk Assessment

Before final award decisions, STATE will conduct a risk assessment in accordance of [OGM policy 08-06](#) for financial capacity as well as prior performance.

Phase 5: Award Decisions

STATE anticipates the review to be completed August 17, 2026.

Applicants are expected to be notified October 1, 2026.

Clarifications may be necessary before execution of the award. Grant Applicants recommended for an award must wait until they receive the signed Official Grant Award Notice (OGAN) **before** providing any services and before incurring expenditures. Any expenses incurred prior to the full execution of the OGAN, or other award documentation, are not reimbursable and are the responsibility of the Grant Applicant/GRANTEE.

NOTE: THE AWARD DECISIONS OF STATE ARE FINAL AND NOT SUBJECT TO APPEAL.

Grant Application

HOME AND COMMUNITY-BASED SERVICES (HCBS) Provider Capacity Grants for Rural and Underserved Communities: Round Four

Applicant Information

Legal name of Grant Applicant organization: [REDACTED]

List entity type (501c3, County, Tribe, individual/sole proprietor, for-profit business, etc.): [REDACTED]

Total grant request (if applicable, enter maximum request amount here \$): [REDACTED]

Official with Authority

Name of official with authority to sign (must be same official who signs the application): [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

City, State and ZIP code + 4: [REDACTED]

Phone number: [REDACTED]

Email: [REDACTED]

Identification Numbers

Minnesota SWIFT supplier number: [REDACTED]

Primary Program Contact

Name of Program Contact: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

City, State and ZIP code: [REDACTED]

Phone number: [REDACTED]

Email: [REDACTED]

Business Manager/Fiscal Contact

Name of business manager/fiscal contact: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

City, State and ZIP code: [REDACTED]

Phone number: [REDACTED]

Email: [REDACTED]

Signature and Date

Signature: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Note: The STATE will accept signatures that are handwritten or e-signatures that have been authenticated by a third party (such as DocuSign or Adobe Sign). Grant Application and Assurances that are unsigned and undated may be considered non-responsive and may result in the disqualification of the Application.

Signatory certifies they have read the Grant Application and Assurances (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to their organization. Signatory further certifies that the Applicant's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Applicant to the terms of this Agreement. Applicant and signatory agree that STATE relies on the signatory's certification herein.

Assurances

The Grant Applicant, by signing the application submitted to the STATE, certifies they have read all application documents including these assurances, any revised documents, and agrees to comply with the approved application materials and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

1. Term of Grant

1.1. Effective Date

The GRANTEE must not begin work until all required signatures have been obtained; an official Grant Award Notification (OGAN) has been issued; the State's Authorized Representative has notified the GRANTEE that work may commence. If the STATE determines an exception to this is necessary, the State's Authorized Representative will notify the GRANTEE in writing.

1.2. Survival of Terms

The following clauses below survive the expiration or cancellation of this award: Audits; Liability; Intellectual Property Rights; Publicity; Government Data Practices; Data Disclosure; and Governing Law, Jurisdiction and Venue.

2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds should support the purpose and activities approved in the application. Funds must not be used for purposes other than building capacity within Grantee's organization.

2.1. All expenditures must be made from GRANTEE's organizational bank account or organization credit card. Personal expenditures from personal bank accounts or personal credit cards are strictly prohibited and ineligible for reimbursement under any circumstances.

2.2. GRANTEE shall submit itemized reimbursement requests accompanied by proof of payment from GRANTEE's organizational accounts only, such as cancelled checks, organization bank statements, receipts or organizational credit card statements. GRANTEE shall maintain accounting records in accordance with generally accepted accounting principles, including source documentation such as receipts, invoices, payroll ledgers, purchase orders and mileage logs. All documentation must clearly demonstrate that payment originated from GRANTEE's organizational accounts.

2.3. This grant operates on a **reimbursement-only basis**. No cash advances or prepayments will be issued. Failure to maintain adequate records or to provide documentation upon request may result in denial of reimbursement or termination of this award.

2.4. The GRANTEE, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the STATE within the times required by it. The STATE reserves the right to withhold funding if reporting requirements are not met. The GRANTEE must promptly return to the STATE any unexpended funds not accounted for in the financial report due to the STATE at grant closeout.

2.5. The GRANTEE shall present reports to the STATE or the STATE's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other State agency or public meetings where the GRANTEE shall be available to explain the project and respond to questions.

2.6. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE in performance of this project will be paid if STATE is allowed in the approved budget, provided that the GRANTEE shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The GRANTEE will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the STATE. The current [Commissioner's Plan](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp) can be viewed to obtain current maximum expense reimbursement rates (<https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>)

3. Time

In the performance of this grant, time is of the essence and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the GRANTEE has not complied with the terms of the Grant Award Notification and Application. The GRANTEE must comply with the time requirements described in the application and award, in the performance of this award, and inform the STATE of any potential long-term delays or changes affecting those timelines.

4. Financial and Administrative Provisions

4.1. Allowability of Costs.

The allowability of costs for funding incurred under this award shall be determined in accordance with:

- a. The approved budget (**Attachment B**) and;
- b. In accordance with the funding made available by Minnesota state legislature Laws of Chapter 61 - MN Laws Sec. 59. PROVIDER CAPACITY GRANTS FOR RURAL AND UNDERSERVED COMMUNITIES to increase the capacity of HCBS providers serving underserved and/or rural communities.

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the GRANTEE will be allowed by the STATE unless approved in writing by the STATE. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs, which shall be noted in this document or the Official Grant Award Notice.

4.2. Audits.

Under Minn. Stat. § 16B.98, subd. 8, the GRANTEE's books, records, documents and accounting procedures and practices relevant to this grant are subject to examination by the STATE and/or the STATE auditor or legislative auditor, as appropriate, for a minimum of six (6) years from the end of this grant, receipt and approval of all final reports, or the required period of time to satisfy all STATE retention requirements, whichever is later.

4.3. STATE Requirements

The GRANTEE will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1).

Pursuant to Minn. Stat. § 16B.98, subd. 1, the GRANTEE agrees that administrative costs must be necessary and reasonable. Indirect costs are limited to fifteen percent (15%) of the direct cost budget, unless the GRANTEE has an approved federally negotiated indirect cost rate.

The GRANTEE certifies it is not suspended or debarred in Minnesota or by the federal government:

<https://mn.gov/admin/osp/government/suspended-debarred/>

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. Liability

GRANTEE agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE arising from the performance of the award by GRANTEES, agents or employees. This clause shall not be construed

to bar any legal remedies GRANTEE may have for the STATE's failure to fulfill its obligations pursuant to the award and subsequent awards.

6. Intellectual Property Rights

6.1. Definitions.

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

6.2. Ownership.

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

6.3. Responsibilities.

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

- c. **Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this grant do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 5, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in GRANTEE's or STATE's opinion is likely to arise, GRANTEE must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this grant, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

7. Publicity and Endorsement

Any publicity regarding the subject matter of this grant 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. All projects primarily funded by STATE grant appropriations must publicly credit the STATE, including on the GRANTEE's website when practicable. The GRANTEE must not claim that the STATE endorses its products or services.

8. Information Privacy and Security

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this grant. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. [Minn. Stat. § 13.02, subd. 8a.](#)
- b. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"),

45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant, GRANTEE will be responsible for its own compliance.

- c. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this grant, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
- d. In its capacity as GRANTEE under this CONTRACT, GRANTEE is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this grant is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this grant, GRANTEE must immediately notify and consult with STATE's Authorized Representative as to how GRANTEE should respond to the request.
- f. Under this grant, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this grant.
- g. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this grant.

9. Data Disclosure

Under [Minn. Stat. § 270C.65](#) Subd. 3, and other applicable laws, the GRANTEE consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and STATE personnel involved in the payment of STATE obligations. These 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.

10. Insurance requirements.

GRANTEE shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of the CONTRACT. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

10.1. 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 employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If [Minn. Stat. § 176.041](#) exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

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

10.2. General Commercial Liability Insurance.

GRANTEE agrees that it will at all times during the term of the CONTRACT keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the CONTRACT whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the CONTRACT. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

10.3. Employee Theft and Dishonesty Policy.

GRANTEE agrees to keep in force a blanket employee theft and employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft and employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft or employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft or employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee theft or employee dishonesty coverage may GRANTEES provide blanket employee theft or employee dishonesty insurance in an amount equal to either twenty-five percent (25%) of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

GRANTEE shall furnish STATE with a certificate of employee theft or employee dishonesty insurance upon request.

10.4. Commercial Automobile Liability Insurance.

GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this CONTRACT. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows:

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

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

10.5. Professional Liability Insurance.

This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE's professional services required under the CONTRACT. GRANTEE is required to carry the following **minimum** insurance limits:

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

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by GRANTEE to fulfill this requirement.

10.6. Additional Insurance Conditions:

- a. GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this CONTRACT.
- b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by CONTRACT.

11. Governing Law, Jurisdiction and Venue

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

12. Transferability

The GRANTEE shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the STATE. It is understood, however, that GRANTEE remains solely responsible to the STATE for providing the products and services described.

13. Affirmative Action and Nondiscrimination

- a. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per 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.
- b. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part 5000.3500.
- c. The GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights (MDHR) issued pursuant to the Minnesota Human Rights Act. It is the GRANTEE's sole responsibility to apply for a workforce certificate and/or equal pay certification if required by MDHR prior to the execution of a grant award.

14. Pre-Award Work and Pre-Award Costs

The GRANTEE understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an Official Grant Award Notice (OGAN) has been issued and the GRANTEE is notified to begin work by the STATE's Authorized Representative or their designee. If an exception to this is determined necessary by STATE, the GRANTEE would be informed in writing or email by the STATE's Authorized Representative or designee.

15. GRANTEE's Grant Program Representative

The Grant Applicant's Program Contact Representative will be named on the Official Grant Award Notice (OGAN) or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the Grant Applicant/GRANTEE must immediately notify the STATE.

The GRANTEE must clearly post on the GRANTEE's website the names of, and contact information for, the GRANTEE's leadership and the employee or other person who directly manages and oversees this grant award, if awarded, on behalf of the GRANTEE.

16. Termination:

16.1. With or Without Cause:

- a. **Without cause:** If awarded, this CONTRACT may be cancelled by the STATE at any time, without cause, upon thirty (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 and for approvable expenditures.
- b. **With cause.** If awarded, STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, 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.

16.2. Termination by the Commissioner of Administration. If awarded, the Commissioner of Administration may unilaterally cancel the CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

16.3. Due to Discontinued or Insufficient Funding: It is expressly understood and agreed that in the event the funding to the STATE from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the GRANTEE's program to continue operating, the CONTRACT shall immediately be terminated upon written notice by the STATE 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 and approvable expenditures incurred prior to termination to the extent that funds are available.

In the event of temporary lack of funding or appropriation, the STATE may pause its obligations under a grant award without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the OGAN and

Application. The GRANTEE will be notified in writing of the temporary pause, and the GRANTEE's ability to provide services may be temporarily suspended during this period. The STATE will provide reasonable notice to the GRANTEE of the lack of funding or appropriation and shall notify the GRANTEE once funding is restored or appropriated, at which point the provision of services under the OGAN and Application may resume.

The STATE will not be assessed any penalty if the grant award is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice within a reasonable time of the STATE receiving notice.

17. Conflict of Interest

In accordance with the Minnesota Office of Grants Management [Policy 08-01](#), the GRANTEE will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. GRANTEES will maintain and implement written standards of conduct covering conflicts of interest.

18. Voter Registration

The GRANTEE will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the GRANTEE.

19. Financial and Grantee Capacity Review

Minn. Stat. [§ 16B.981](#) and [OGM Policy 08-06: Preaward Risk Assessment of Potential Grantees](#) requires that a pre-award risk assessment is conducted for grant awards of fifty thousand dollars (\$50,000) or more. All grantees as defined in [Minn. Stat. § 16B.981, subd. 1\(c\)](#) applying for grants in the state of Minnesota must undergo a financial and operational capacity review prior to a grant award of fifty thousand dollars (\$50,000) and higher. The STATE will request, review, and analyze financial information of grant applicant finalists, as applicable. For grants less than fifty thousand dollar (\$50,000), applicants may be required to submit financial, capacity, and internal control documents prior to a grant award based on state or federal requirements.

20. Contracting Requirements

20.1. [Per Minn. Stat. §471.345](#), GRANTEES that are municipalities (including political subdivisions) must use these guidelines:

- a. Municipalities are required to comply with [Minnesota Statutes § 471.345 Uniform Municipal Contracting Law](#).
- b. Municipalities and any subgrantees or subcontractors must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

- c. Municipalities and any subgrantees or subcontractors must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#)
- d. Municipalities 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. Support documentation for the procurement processes must be retained regardless of the source of funding.

20.2. GRANTEEs that are non-governmental entities must use these guidelines for approved grant budget contracted services based on these thresholds:

- a. Grant-funded services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- b. Grant-funded 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 or awarded to a targeted vendor.
- c. Grant-funded 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.
- d. 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:
 - 1. [Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 2. Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
 - 3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- e. The GRANTEE must maintain:
 - 1. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
 - 2. Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- f. Notwithstanding the above, the STATE may waive bidding process requirements when:

1. Subgrantees or subcontractors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 2. It is determined there is only one legitimate or practical source for such materials or services and that GRANTEE has established a fair and reasonable price.
- g. The GRANTEE and any subgrantees or subcontractors must comply with prevailing wage rules per Minnesota Statutes §§ [177.41](#) through [177.50](#), as applicable.
- h. The GRANTEE and any subgrantees or subcontractors must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

21. Subcontracts and Subcontract Payment

21.1. Subcontracts. GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to subgrantees and subcontractors (hereinafter “subgrantees”). GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subgrantees, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

21.2. Subgrantee. A subgrantee is a person or entity that has been awarded a portion of the work authorized by this CONTRACT by GRANTEE. GRANTEE must document any subaward through a formal legal agreement. GRANTEE must provide timely notice to the STATE of any subgrantee(s) prior to the subgrantee(s) performing work under this CONTRACT.

21.3. Subgrantee Monitoring. GRANTEE must monitor the activities of subgrantee(s) to ensure the subaward is used for authorized purposes and is in compliance with:

- a. the terms and conditions of this CONTRACT and the subaward;
- b. required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1) and other relevant statutes and regulations; and
- c. that subaward performance goals are achieved.

21.4. Subgrantee performance. If a subgrantee is determined to be performing unsatisfactorily by the State’s Authorized Representative, the GRANTEE will receive written notification that the subgrantee can no longer be used for this CONTRACT.

21.5. GRANTEE responsibility. No subaward shall serve to terminate or in any way affect the primary legal responsibility of the GRANTEE for timely and satisfactory performances of the obligations contemplated by this CONTRACT.

21.6. Payment. GRANTEE must pay any subgrantees in accordance with [Minnesota Statutes § 16A.1245](#).

22. Amendments, non-waiver, and assignability

- a. Any amendment to an award 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 award, or their successors in office.
- b. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.
- c. GRANTEE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

23. Accessibility

Any information systems, tools, content, and work products produced under this Agreement, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standards](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "[Standards](#)" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment.

24. Entire Agreement

- a. If any provision of this Grant Application and Assurances is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Grant Application and Assurances shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this Grant Application and Assurances according to clause 19a, Amendments.
- b. This Grant Application and Assurances, including the final workplan (**Attachment A**) and budget (**Attachment B**) submitted by the Grant Applicant, in tandem with the Official Grant Award Notice contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this grant, whether written or oral, may be used to bind either party.

- c. The parties agree that each party has individually had an opportunity to review with a legal representative, and that, in the event of a dispute, the Grant Application and Assurances and Official Grant Award Notice shall not be construed against either party.

25. Other Provisions.

25.1. No Religious Based Counseling. GRANTEE agrees that no religious-based counseling shall take place under the auspices of this grant award.

Grant Application Narrative Section

To be completed by the Grant Applicant

1. Statement of Need and Capacity-Building Justification: 10 Points

Provide a detailed description of your organization's need for grant funding to expand or enhance access to HCBS programs in rural and underserved communities. Use specific examples and relevant data whenever possible.

Project Overview

- **Grant Project Title**
 - Begin the title with your organization's name followed by the focus area for which you are applying. Example: [Organization Name] – Expansion of 24-hour emergency assistance Services in Rural communities.
- **Purpose Statement and Capacity Building Need**
 - Provide a 3-4 sentence statement summarizing:
 - The need your organization seeks to address
 - The capacity-building strategyThe intended impact on HCBS access or quality in rural and/or underserved communities
- **Need for Expansion of Current Capacity**
 - Describe the unmet HCBS need(s) in your service area and barriers affecting access (e.g., workforce shortages, service deserts, complex needs, etc.)
- **Supporting Data Demonstrating Need**
 - Provide quantitative and qualitative evidence demonstrating the need for expanded or enhanced HCBS (e.g., service deserts, waiting lists, workforce shortages, demographic growth, etc).

2. Eligibility and Proposed Intervention: 10 Points

Eligibility for Capacity-Building Funding

Applicants must be licensed HCBS providers currently enrolled in Minnesota Health Care Programs (MHCP). If you are not, you are not eligible for this grant program, do not proceed with application.

Eligibility Confirmation:

- Is your organization currently licensed to provide HCBS waiver services?
- If yes, specify:
 - Licensed HCBS service(s)
 - Enrollment in MHCP

HCBS Focus Areas for Expansion or Enhancement:

Clearly explain:

- What organization capacity will be built or strengthened (workforce, infrastructure, technology, service area, etc.).
- Whether this project expands or enhances current services.
- Focus population of grant funded work.
- Anticipated number of individuals impacted annually.
- Which HCBS program(s) are affected.
- Anticipated impact on access, quality and capacity.

3. Capacity of the Applicant Organization:15 Points

A. Organizational Background

Describe the following:

1. Organization's mission.
2. Number of years providing HCBS.
3. Current geographic service area.
4. Number of individuals served annually.

B. Relevant Experience and Populations Served

Describe the following:

- Experience serving older adults and people with disabilities
- Experience serving individuals with complex or behavioral needs, if applicable.

C. Inclusive & Person-Centered Service Delivery

Explain how your service delivery model ensures services are:

- Culturally responsive
- Linguistically appropriate
- Accessible
- Person-centered

Include specific strategies, policies, or practices that promote equity and inclusion in HCBS delivery.

D. Organizational Readiness

Describe the following:

1. Leadership structure and staffing model.
2. Experience managing grants and achieving measurable outcomes.
3. Organization's fiscal controls and accountability systems.
4. Ability to implement within grant timeline.
5. Highlight specialized skills or certifications supporting capacity-building efforts.

4. Equity Considerations: 25 points

A. Reflective and Culturally Competent Leadership and Staff

Explain how leadership and staff reflect the communities served.

B. Inclusive Communication and Outreach

Describe concrete strategies used to ensure culturally responsive, linguistically appropriate, and person-centered services.

C. Experience with Priority Populations

Provide examples demonstrating experience and understanding of identified priority populations.

D. Partner and Lived Experience Engagement

Explain how individuals with lived experience and community partners will be engaged in planning and implementation.

E. Strengthening Community Relationships

Describe strategies for building trust, strengthening partnerships, and sustaining community engagement.

F. Building Representation and Capacity

If gaps exist, explain how grant funding will support recruitment, partnerships, and capacity-building to better serve priority populations.

5. Workplan: Goals, Activities, Strategies, Outcomes, and Timeline (Attachment A): 20 points

Applicants must develop a detailed workplan with 3 to 6 objectives to demonstrate a clear and achievable plan to build or expand HCBS organizational capacity within the grant period.

The workplan must align with:

- The proposed capacity-building project described in the narrative
- The targeted priority population(s)
- The submitted project budget

Each objective must include:

A. Goal/Objective:

A specific and measurable statement describing the capacity-building result to be achieved. Goals should be specific, measurable, achievable, relevant, and time-bound (SMART).

B. Activities:

Describe the specific actions, tasks, or steps your organization will take to accomplish each objective.

C. Description / Responsible Party:

Identify the staff position(s), team, or partners responsible for completing each activity and overseeing progress.

D. Expected Outcomes:

Define the measurable outcomes or benchmarks that will demonstrate success and show progress toward achieving the objective.

E. Timeline:

Specify the start and completion dates for each activity or objective, ensuring all tasks can be completed within the grant period.

The workplan template is embedded in the [online](#) application package as follows:

Objective 1:

- Goals and objectives
- Activity and Description
- Responsible Party
- Timeline
- Performance Measures / Outcomes.

Attachment A: Workplan Template Example

Goal/Objective	Key Activities (including metrics)	Responsible Staff	Timeline (start and completion dates)	Performance Measures / Outcomes
24-hour emergency assistance	Outreach to more individuals eligible for HCBS in underserved areas, Intake with # to be served.	Program coordinator	September 1 – December 31, 2026	20% increase in 24-hour emergency assistance services provided

Begin narrative answer:

6. Sustainability Plan: 5 points

Describe:

- How capacity built through this grant will be maintained after funding ends.
- Plans to integrate improvements into regular operation.
- Anticipated funding sources (e.g., Medicaid billing, other grants, reimbursement mechanisms, etc.)

7. Excel Budget with Descriptions (Attachment B): 15 points

Applicants must complete the budget using the Budget Template (Attachment B) provided. The budget should clearly reflect all anticipated expenditures and demonstrate a direct connection to the proposed workplan.

Budget Requirements

- **Alignment with Workplan:** Each budget line item must correspond directly to project activities, goals, and timelines outlined in the narrative and workplan.
- **Reasonable and Necessary Costs:**
 - **Necessary:** Each expense must be essential to the success of the project.
 - **Reasonable:** Costs should reflect fair market value and be commensurate with the project scope.
- **Clarity:** Provide clear line-item descriptions that explain the purpose of each expenditure. Include the grant amount requested and specify how funds will be allocated across categories.

- **Allowable Expenses:** Include only costs that support project implementation, such as:
 - Staff time for project management, training, and technical assistance
 - Equipment, technology, or materials directly related to project activities
 - Partnerships or contracts essential to achieving project goals

Unallowable Expenses

The following costs **cannot** be included in your budget:

- Any expenses not directly linked to the workplan or project objectives
- Staff time devoted exclusively to client service provision
- Cash incentives or direct payments to clients

Budget Review Considerations

Budgets will be evaluated for:

- **Allowability:** Costs are appropriate and permitted under the grant guidelines
- **Allocability:** Costs are clearly linked to specific project activities
- **Reasonableness:** Costs reflect fair market value and are necessary for project success

Ensure that your budget demonstrates a clear, logical correspondence with your application narrative, justifying how each expense supports project implementation and sustainability.

The budget template (Attachment B) is included in the application package. Please download the template, complete it, and upload the finished worksheet as a separate document.

Application Maximum Number of Points: 100

Submission Reminder

Application for this funding will be accepted via the online portal only. Please submit your application no later than **May 22, 2026, at 4:00 p.m.** Central Time.

- When you are ready to submit your application, please click this link <https://www.grantinterface.com/Home/Logon?urlkey=mngear> to be connected to the grant application system.