

**MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
Homework Starts with Home
Family Homeless Prevention and Assistance Program**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and Ramsey County, 121 7th Place East, Suite 4000, Saint Paul, MN, 55101 ("Grantee").

Recitals

1. Under Minn. Stat. 462A.204, MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism; stabilize children in one home setting or, at a minimum, in one school setting; and reduce shelter usage.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

October 1, 2023, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA'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 Contract Agreement is fully executed.

1.2 *Grant period:*

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through **September 30, 2027**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 *Expiration date:*

December 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Grant Contract 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 through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

2.1 The Grantee has submitted an application for funding under the Program, which as revised as required

by MHFA, is attached hereto as **Exhibit A** and made a part hereof (the “Application”). The Grantee has submitted to MHFA a Work Plan for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit B** and made a part hereof (the “Work Plan”). The Application and Work Plan are collectively known as the “Grantee’s Project Plan”. The Grantee shall perform the activities that are outlined in the Grantee’s Project Plan in accordance with the approved Budget (as defined below) specified in the Grantee’s Project Plan, or as otherwise approved in writing by MHFA.

2.2 The Grantee and their collaborative partners have entered into a Memorandum of Understanding (“the MOU”) attached hereto as **Exhibit C** that outlines how the activities described in the Grantee’s Project Plan will be performed on the local level. The Grantee and their collaborative partners further agree that any changes in the MOU must be communicated to MHFA within 30 days prior to the effective date of such change and that a MOU must remain in effect during the term of this Grant Contract Agreement that includes:

- a) Identification of the collaborative partners which, at a minimum, must include the Grantees of Family Homeless Prevention and Assistance and Housing Trust Fund, any subgrantees, the participating school and participating local governmental entity. The identified partners may include other collaborators that do not receive funding but will play important roles in the Program.
- b) The roles of each partner, including services they will provide and other important duties or responsibilities, and any special or unique contributions they will make to the Program such as providing priority or expedited access to existing resources they control.
- c) A description of how the collaboration will be managed and governed, including how decisions will be made, how communication will take place, and the mechanisms for managing the collaboration on an ongoing basis such as regular meetings among the parties.
- d) The shared eligibility criteria and any additional eligibility criteria required by each partner, and the process for selecting participants in the Program from among all eligible people.
- e) Identification of the entity or entities who will be responsible for reporting, including:
 - i. Narrative reports.
 - ii. HMIS (as defined below) data entry and submission of HMIS-generated reports.
 - iii. Financial reports.

2.3 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#) and covering October 1, 2023-September 30, 2025, which is incorporated into this Grant Contract Agreement, which may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

2.4 **Reporting**

The Grantee shall submit quarterly project reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in Grantee’s Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served must be submitted to MHFA on a quarterly and annual basis by the due dates established in the Reporting Timeline, attached hereto as **Exhibit D**.

The Grantee is also required to share copies of the annual reports with collaborative partners listed in the MOU.

2.5 **Evaluation**

The Grantee is required to provide information for and participate in research and evaluation activities conducted by MHFA to evaluate the Program.

2.6 *Minnesota Homeless Management Information System*

- (a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA) (the “Administrator”), and any successors and/or assigns of the Administrator’s rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.
- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

2.7 *Contracts*

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds thereof, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable state laws. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

3 **Time**

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 *Consideration.*

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

(a) *Compensation*

The Grantee will be paid up to a maximum of **\$1,146,554.00** per the breakdown of costs contained in the Budget (the “Budget”), which is attached and incorporated into this Grant Contract Agreement as **Exhibit E**.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed **\$0.00**; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA’s prior written approval for out of

state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$1,146,554.00 (the “Grant Proceeds”).

4.2 Payment

(a) Disbursements

The disbursement of the Grant Proceeds is as follows:

- (i) One-sixteenth of the total amount of the Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-sixteenth of the remaining amount of the Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Grant Proceeds are fully disbursed, at the beginning of each quarter of MHFA’s fiscal year during the Grant Period of this Grant Contract Agreement.

MHFA reserves the right to withhold or delay disbursements, at its sole discretion, if Grantee fails to perform or make reasonable, diligent progress towards, the activities set forth in Grantee’s Project Plan or otherwise fails to comply with the requirements of this Grant Contract Agreement.

(b) Unexpended Funds

The Grantee must promptly return to MHFA within 90 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

(c) Interest Earnings

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee’s Project Plan.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/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.

(c) Services and/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:

- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

(e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- (f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA'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 MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

MHFA's Authorized Representative is James Lehnhoff, Multifamily Assistant Commissioner, 400 Wabasha St N, Suite 400, St. Paul, MN 55102; 651.296.3028, james.lehnhoff@state.mn.us or his 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 MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. The Authorized Representative may delegate certain responsibilities to the Program Manager: Diane Elias, 651.284.3176, diane.elias@state.mn.us or her successor.

The Grantee's Authorized Representative is Renee Theese, Planning Specialist II/Prevention & FHPAP Coordinator, 121 7th Place East, Suite 4000, Saint Paul, MN, 55101, 612.358.5207, Renee.Theese@CO.RAMSEY.MN.US. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

7.2 Amendments

Any amendments to this Grant Contract 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 Contract Agreement, or their successors in office.

7.3 Waiver

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 Grant Contract Agreement Complete

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the

Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

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 Contract Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract 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 MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract 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 MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA 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

- (a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. 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." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

(b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance

of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.

- (1) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA 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 MHFA will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation and Insurance

11.1 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 MHFA 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 MHFA's obligation or responsibility.

11.2 The Grantee shall obtain and maintain, a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant Proceeds, and naming MHFA as certificate holder on the Certificate of Liability as approved in writing by MHFA. The Grantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

If the Grantee executes a grant contract with a sub-grantee, then the Grantee shall obtain and maintain, and have on file for MHFA to review, evidence of sub-grantee's employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total sub-grantee grant contract.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA'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 Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract Agreement. Venue for all legal proceedings out of this Grant Contract 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 MHFA

MHFA may immediately terminate this Grant Contract 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

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract 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. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

MHFA may immediately terminate this Grant Contract 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. MHFA 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. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

15 Data Disclosure

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 MHFA, 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 Fraud Disclosure

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at Mike.Thone@state.mn.us;
- Any member of MHFA's [Servant Leadership Team](#) denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

17 Suspension

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](http://mnhousing.gov/suspensions). (Go to mnhousing.gov/suspensions)

18 Conflicts

In the event of a conflict between the terms of this Contract, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Contract, and then in the following order:

Program Guide

Exhibit B

Exhibit A

Exhibit C

1. 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: _____

By: _____

Title: _____

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee