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www.mnhousing.gov

DATE: October 15, 2019

TO: Representative Alice Hausman, Chair, Housing Finance and Policy Division
Representative Tama Theis, Republican Lead, Housing Finance and Policy Division

Senator Torrey Westrom, Chair, Agriculture, Rural Development and Housing Finance
Senator Kari Dziedzic, Ranking Minority Member, Agriculture, Rural Development and Housing Finance

FROM: Jennifer Leimaile Ho, Commissioner, Minnesota Housing

A handwritten signature in blue ink, appearing to read 'Jennifer Ho'.

SUBJECT: FY 2019 Transfers and Interagency Agreement Reporting

Minnesota Statutes 15.0395 requires an annual report as outlined in the language below:

(a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:

(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year; and

(2) transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.

The attached files provide the required information for Minnesota Housing for FY 2019. If you have any questions, please contact Ryan Baumtrog, Assistant Commissioner for Policy at 651-296-9820 or ryan.baumtrog@state.mn.us.

Cc: Kev Savary, House Fiscal Analyst
Dan Mueller, Senate Fiscal Analyst
Ahna Minge, Team Leader, Minnesota Management and Budget
Cassandra Moore, Policy Advisory, Office of the Governor
Kyle Berndt, Senate Committee Administrator
Owen Wirth, Housing Committee Administrator

Minnesota Housing

FY 2019 Transfers - Cumulative Over \$100,000

October 15, 2019

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MHFA	General Fund	B34012F	Economic Dev & Hsg Challenge	(12,925,000)	MHFA	Housing Finance Agency	B340550	Economic Dev & Hsg Chall	12,925,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 2
MHFA	General Fund	B34012A	Bridges	(4,088,000)	MHFA	Housing Finance Agency	B340170	Bridges	4,088,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 4
MHFA	General Fund	B34012E	Preservation of Fed Assisted	(4,218,000)	MHFA	Housing Finance Agency	B340470	ARIF-Preserv Fed Asstd Hsg	4,218,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 7
MHFA	General Fund	B34012G	Capacity Building Grant	(520,000)	MHFA	Housing Finance Agency	B340150	Capacity Bldg Grants	520,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 10
MHFA	General Fund	B34015C	HMIS Capacity Bldg Grant	(125,000)	MHFA	Housing Finance Agency	B340150	Capacity Bldg Grants	125,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 10
MHFA	General Fund	B34012C	Housing Trust Fund	(11,646,000)	MHFA	Housing Finance Agency	B340120	Hsg Trust Fund	11,646,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 3a
MHFA	General Fund	B34012I	Rehab SF	(2,772,000)	MHFA	Housing Finance Agency	B340090	Rehab Loan Program SF	2,772,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 8
MHFA	General Fund	B34014D	Rehab MF	(3,743,000)	MHFA	Housing Finance Agency	B340091	Rental Rehab Deferred Loan	3,743,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 8
MHFA	General Fund	B34012D	Homeownership Assist Fund	(885,000)	MHFA	Housing Finance Agency	B340020	Homeownership Assist Fund	885,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 6
MHFA	General Fund	B34012H	Homeownership Educ Counsel	(857,000)	MHFA	Housing Finance Agency	B340370	HECAT	857,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 9
MHFA	General Fund	B34012B	Family Homeless Prevention	(8,519,000)	MHFA	Housing Finance Agency	B340230	Family Hmlss Prevnt & Assist	8,519,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 5a
MHFA	General Fund	B34015E	Workforce Housing	(2,000,000)	MHFA	Housing Finance Agency	B340725	Workforce Hsg Development	2,000,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 2(b)
MHFA	General Fund	B34017D	BuildWealth	(500,000)	MHFA	Housing Finance Agency	B340723	Build Wealth MN Grant	500,000	Appropriation Transfer from 1000 fund to 8000 fund - Laws 2017, Chapter 94, Article 1, Section 3, Subd 1	Laws 2017, Chapter 94, Article 1, Section 3, Subdivision 10
MMB	Housing Finance	G9R1040	Manufactured Home Trust Fund	(402,710)	MHFA	Housing Finance	B340640	Manufactured Home Relocation	402,710	Manufactured Home Relocation Trust Fund - MMB collects revenues, MHFA makes payments	MS 327C.095, subd. 12
MMB	General Fund	G9Q1169	MHFA Infrastructure-16	(446,744)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	446,744	Annual payment of debt service appropriated to MMB for transfer to Minnesota Housing	MS462A.37 Subdivision 5c
MMB	General Fund	G9Q1168	MHFA Housing Infrastructure 20	(6,286,214)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	6,286,214	Annual payment of debt service appropriated to MMB for transfer to Minnesota Housing	MS462A.37 Subdivision 5b
MMB	General Fund	G9Q1167	MHFA Housing Infrastructure 20	(2,035,016)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	2,035,016	Annual payment of debt service appropriated to MMB for transfer to Minnesota Housing	MS 462A.37 Subdivision 5d
MMB	General Fund	G9Q1166	MHFA Nonprofi Housing Bds 200	(2,399,680)	MHFA	Housing Finance Agency	B340690	Nonprofit Hsg Bond Acct	2,399,680	Annual payment of debt service appropriated to MMB for transfer to Minnesota Housing	MS 462A.36 Subdivision 4b
DEED	General Fund	B223438	Olmstead Implementation Office	(1,269,000)	MHFA	Housing Finance Agency	B340001	General Reserve	1,269,000	Appropriated resources to support the Olmstead Implementation Office and their activities	Laws 2017, Chapter 94, Article 1, Section 2, Subdivision 4(b)
MMB	General Fund	G9R1030	Housing Trust Fund	(110,258)	MHFA	Housing Finance Agency	B340120	Hsg Trust Fund	110,258	Transfer of interest accrued from real estate trust accounts to Housing Trust Fund	MS 82.75, subdivision 8
TOTAL				(65,747,622)					65,747,622		

Minnesota Housing

FY 2019 Interagency Agreements and Service Level Agreements - Over \$100,000

October 15, 2019

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Department of Human Services	\$ 332,361	M.S. 471.59, subd 10 and Executive Order 15-03	Agreement with DHS for their employees involved in Olmstead Implementation Office	7/1/2018	6/30/2019
Department of Human Services	\$ 192,000	M.S. 471.59, subd 10	DHS provided additional state grant funds (Housing with Supports for Adults with Serious Mental Illness and Bridges Regional Treatment Center) that were part of an RFP administered by Minnesota Housing for the Bridges Program. This program provides rental assistance and home and community-based services to increase the range of housing options for persons with serious mental illness.	1/1/2019	6/30/2020
Department of Human Services	\$ 239,522	M.S. 471.59, subd 10	DHS administers the contract for the administration of Minnesota's Homeless Management Information System (HMIS). Minnesota Housing's grantees of homelessness grants are required to utilize HMIS.	11/1/2017	6/30/2019
Department of Employment and Economic Development	\$ 1,269,000	Laws 2017, Chapter 94, Article 1, Section 2, Subdivision 4(b)	DEED was appropriated resources for transfer to Minnesota Housing to support the Olmstead Implementation Office	7/1/2019	6/30/2019
Department of Education	\$ 165,000	M.S. 471.59, subd 10	MDE is providing resources to support a position focusing on the education system and issues that overlap with the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness, including Homework Starts with Home.	10/13/2018	9/30/2019
Minnesota Management and Budget	\$ 433,225	M.S. 16A.055, Subd 1a; 43A.55 Subd. 2 and M.S. 471.59, subd 10	These resources are provided by the Olmstead Implementation Office to Minnesota Management and Budget to work with The Improve Group related to the Olmstead Quality of Life Follow-up Survey. This includes administration, analysis and reporting	5/14/2018	6/30/2019
Department of Human Services	\$ 130,000	M.S. 471.59, subd 10	Minnesota Housing provided resources to DHS to contract with Amherst H. Wilder Foundation to conduct their 2018 homeless survey and provide specific reports/information. This survey occurs every 3 years and provides the State with extensive information regarding people experiencing homeless.	6/25/2018	12/31/2019
Total	\$ 2,761,108				

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Human Services (DHS).

WHEREAS, General Support Services funds have been appropriated for establishing and operating the Interagency Olmstead Office (OIO); and

WHEREAS, the Governor has issued Executive Order 15-03 and named the Commissioner of Minnesota Housing the chair of the Olmstead Sub-Cabinet; and

WHEREAS, DHS has employees that will be an integral part of the OIO and will perform duties and tasks as needed and will be paid on an hourly basis; and

NOW, THEREFORE, Minnesota Housing and DHS agree to the following:

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 Minnesota Housing and DHS agree to the allocation of full time salaries and benefits listed below to be paid out of the indicated budget:
 - o Michael Tessneer, CEO 3 (75% OIO budget; 25% DHS budget),
 - o Rosalie Vollmar, Agency Policy Specialist (75% OIO budget, 25% DHS budget).
- 2.2 Minnesota Housing will assume responsibility for legal services associated with the Olmstead Plan and the OIO to be paid for out of the OIO budget. For these legal services, the Minnesota Housing attorney will report to the Subcabinet Chair. Legal services will include legal advice, legal and compliance review of documents, and preparation of legal materials and communications, as requested. Legal services will also include legal consultation with lawyers from other agencies working on the Olmstead Plan, including DHS, Attorney General's Office and the Governor's Counsel.
- 2.3 Minnesota Housing will assume responsibility for performance management of Michael Tessneer and Rosalie Vollmar for their work associated with the OIO. Michael Tessneer will report directly to Olmstead Sub-cabinet Chair.
- 2.4 Minnesota Housing will provide office space and corresponding operational support for the above named employees.
- 2.5 All data at both Minnesota Housing and DHS required to operate the OIO and fulfill the Executive Order 15-03 will be made accessible to the members of the OIO.
- 2.6 Minnesota Housing will assume oversight responsibility for the development and ongoing maintenance of the OIO web site to be paid for out of the OIO budget.
- 2.7 Minnesota Housing will provide DHS with expenditure and activity reports needed to facilitate the

drawdown of federal financial participation (FFP) funds. In accordance with the federally approved DHS cost allocation plan and 45 CFR 95.507(b)(6), Minnesota Housing will report the actual costs of OIO operations in conducting its duties under the direction of the Olmstead Subcabinet and related to state-wide implementation of the state's Olmstead Plan. DHS will claim FFP for only those OIO expenditures that benefit DHS programs, based on the percentage of goals in the Olmstead Plan that are assigned to DHS as the lead agency. Minnesota Housing will further assure that reported expenditures are from state funds that are not otherwise employed as local matching funds to any federal program.

3 Consideration and Payment

3.1 Both parties agree that the employees referenced in 2.1 above will directly enter the cost allocations into SEMA4 each payroll period using the following codes:

<u>Minnesota Housing</u>	<u>DHS</u>
Fund = 8000	Fund = 1000
FinDeptID = B3430144	FinDeptID = H5532713
AppropID = B340001	AppropID = H551052

3.2 Minnesota Housing will submit OIO office expenditure reports to DHS in the form specified by DHS. The reports for the purposes of claiming FFP are due quarterly and due to DHS within 10 days following the end of each quarter. Quarters are each of the three month periods ending September 30th, December 31st, March 31st and June 30th.

3.3 In the event of a federal disallowance of FFP claimed for the operation of the OIO, that disallowance attributable to the OIO will be reimbursed to DHS out of the OIO budget should sufficient funds remain in the OIO budget. If there are not sufficient funds in the OIO budget, or there is disagreement as to the appropriate amount to be reimbursed to DHS out of the OIO budget, both parties will reach agreement on how to resolve the issue.

3.3 DHS will transfer to Minnesota Housing all the FFP funding earned on eligible OIO expenditures per Section 2.7 above within 5 days after receipt.

4 Conditions of Payment

N/A.

5 Authorized Representative

Minnesota Housing's Authorized Representative is Barbara Sporlein, Deputy Commissioner or her successor, Minnesota Housing, 400 Wabasha St. No, Suite 400, St. Paul, MN 55102.

The DHS Authorized Representative is Alexandra Kotze, Chief Financial Officer or her successor, Elmer L. Andersen Human Services Building, 540 Cedar St., Saint Paul MN, 651-431-2582.

6 Amendments

Any amendment to this 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 agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

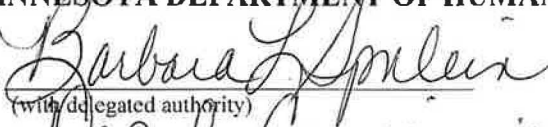
MINNESOTA HOUSING FINANCE AGENCY

By: 
(with delegated authority)

Title: CFO

Date: 4-5-2018

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 4-5-18

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT WORKSHEET (Not Part of the Agreement)

Originator of agreement, complete this section:

Total amount of interagency agreement: \$ 384,000

Proposed Start Date: 1/1/2019

Proposed End Date: 6/30/2020

SFY 19 - SWIFT FinDeptID: H55EB 32544 \$ 192,000.00 amount

SFY 20 - SWIFT FinDeptID: H55EB 32544 \$ 192,000.00 amount

Reference the contract number and purchase order number assigned below when processing invoices for this agreement. Send invoices to FOD – 0940

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: _____

SWIFT Contract #: IAK %152114

SWIFT Purchase Order #: 3000067108

Buyer Initials: LD Date Encumbered: 1/14/19

Individual signing certifies that funds have been encumbered as required by MS § 16A15.

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Department of Human Services – Behavioral Health Division (hereinafter the REQUESTING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the Minnesota Housing Finance Agency (hereinafter the PROVIDING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, under Minnesota Session Laws of 2015, Chapter 71, Article 7, Sec. 25, Minnesota Statutes § 256.478, the Minnesota Legislature has appropriated funds to REQUESTING AGENCY to make available home and community-based services transition grants for persons who are: (i) hospitalized at the Anoka Metro Regional Treatment Center (“AMRTC”) and St. Peter Regional Treatment Center (“SPRTC”), who do not meet hospital level of care criteria, and are homeless or near homeless upon admission or discharge; or (ii) where Bridges Program assistance would divert or prevent admission. These grants will be known as the Bridges RTC Rental Assistance Grants (“Bridges RTC Grants”); and

WHEREAS, the Minnesota Legislature has appropriated funds to PROVIDING AGENCY under Minnesota Statutes, section 462A.2097 (the “Bridges Act”) to provide rental housing assistance for persons of low income or for persons with a mental illness; and

WHEREAS, in accordance with the Bridges Act, the PROVIDING AGENCY established the Bridges Program and program guide and procedures (the “Bridges Program”), which can be found at <http://www.mnhousing.gov/sites/Satellite?c=Page&cid=1363132277702&pagename=External%2FPage%2FEXTStandardLayout>; and

WHEREAS, the REQUESTING AGENCY wishes to award Bridges RTC Grants to qualified projects that are selected under the Bridges Program.

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 Providing Agency’s Duties:

PROVIDING AGENCY shall:

- A. Designate a person(s) to act as liaison to coordinate with REQUESTING AGENCY in awarding the Bridges Program and Bridges RTC Grants.
- B. The PROVIDING AGENCY will utilize the Bridges Program to issue Bridges RTC funds and provide programmatic oversight in compliance with the Bridges Program to grantees

selected by the PROVIDING AGENCY. PROVIDING AGENCY will administer the Bridges Program in compliance with the most recent version of the Bridges Rental Assistance Program Guide, which can be found here:

<http://www.mnhousing.gov/sites/Satellite?c=Page&cid=1363132277702&pagename=External%2FPage%2FEXTStandardLayout>.

- C. Assist, as necessary, REQUESTING AGENCY in developing training tools and materials which REQUESTING AGENCY will provide to REQUESTING AGENCY staff, counties, mental health initiatives, and tribal nations to assist them in preparing and/or reviewing application information.
- D. Invite REQUESTING AGENCY staff to attend and participate in appropriate PROVIDING AGENCY meetings and the REQUESTING AGENCY will provide technical assistance in areas in which REQUESTING AGENCY has the requisite expertise.
- E. Be responsible for complying with the solicitation rules and statutes for Minnesota agencies, as codified in Minnesota Statutes chapter 16B and 16C and promulgated by the Minnesota Department of Administration, as applicable.
- F. Be responsible for the development and use of the PROVIDING AGENCY Bridges Program Rental Assistance Grant Agreement to be used to provide funds to grantees that are awarded funds under the Bridges Program.
- G. Collaborate with REQUESTING AGENCY on the development and use of the PROVIDING AGENCY Bridges RTC Rental Assistance Grant Agreement to be used to provide funds to grantees that are awarded Bridges RTC Grant funds.
- H. Meet with REQUESTING AGENCY staff on a quarterly basis or as needed, as determined by REQUESTING AGENCY and PROVIDING AGENCY, to monitor Bridges Program and Bridges RTC Grants usage, review data, and determine any changes in direction for management of the Bridges Program and Bridges RTC Grant funds.
- I. Participate quarterly in the Behavioral Health and Housing Partners Meeting.
- J. Provide mutually agreed upon reports to REQUESTING AGENCY on a quarterly basis. Reporting will include Bridges and Bridges RTC utilization data on the number of households served, number of program entrances and exits, and quarterly fiscal data on the use of funds identified by grantee and statewide.
- K. Place the Bridges RTC Grant funds received from REQUESTING AGENCY into the PROVIDING AGENCY's Bridges Program account. The PROVIDING AGENCY will account for those funds in the PROVIDING AGENCY distribution tracking system. All interest earned on said funds received from REQUESTING AGENCY will belong to PROVIDING AGENCY to be used to benefit or support the Bridges RTC Grants.

- L. Work collaboratively with REQUESTING AGENCY to jointly determine the allocation of Bridges Program and Bridges RTC Grant funds to projects that qualify for rental assistance. Including coordinated efforts to issue, review, score, and select request for proposals. Final decisions on the allocation of funds are at the sole discretion of the PROVIDING AGENCY.
- M. Monitor Housing Authorities' (HA) responsibilities in the cooperative agreement with the Local Mental Health Entity (LMHE), ensuring they are meeting the requirements under that agreement.

1.2. REQUESTING AGENCY'S DUTIES:

REQUESTING AGENCY shall:

- A. Designate a person(s) to act as liaison to coordinate with PROVIDING AGENCY in awarding the Bridges Program and Bridges RTC Grants.
- B. Collaborate with PROVIDING AGENCY to jointly determine the allocation of Bridges Program funds and Bridges RTC Grant funds to qualified projects. Final decisions on the allocation of funds are at the sole discretion of the PROVIDING AGENCY. Final decision on the availability of REQUESTING AGENCY Bridges RTC funding is at the sole discretion of the REQUESTING AGENCY.
- C. Provide technical assistance to Bridges Program applicants and Bridges RTC Grant applicants, review proposals for Bridges Program funding and Bridges RTC Grant funding, provide ongoing guidance to projects awarded HSASMI Grant funds and/or Bridges RTC Grant funds, and monitor programmatic performance of providers using the funds.
- D. Transfer Bridges RTC Grant funds for projects selected for funding to PROVIDING AGENCY.
- E. Provide PROVIDING AGENCY written confirmation of the Bridges RTC Grant selected projects, award amounts, and length of the grants.
- F. Meet with PROVIDING AGENCY staff on a quarterly basis or as needed to monitor Bridges Program usage and Bridges RTC Grants usage, review data, and determine any changes in direction for management of the Bridges Program funds. Final decisions for direction and management of the program are at the sole discretion of the PROVIDING AGENCY.
- G. Participate semiannually in the Behavioral Health and Housing Partners Meeting.
- H. Coordinate efforts and provide leadership with PROVIDING AGENCY to provide necessary information to mental health organizations and rental housing developers to inform them on the joint efforts to develop supportive housing opportunities for persons with mental illness.

- I. Collaborate with PROVIDING AGENCY on the development and use of the PROVIDING AGENCY Bridges Program Grant Agreement and Bridges RTC Rental Assistance Grant Agreement to be used by grantees who are awarded Bridges Program funds or Bridges RTC Grant funds.
- J. In collaboration with the PROVIDING AGENCY communicate with staff at AMRTC and SPRTC to facilitate access to the Bridges Program by eligible individuals. PROVIDING AGENCY shall work to develop and document the referral process for Bridges and Bridges RTC providers.
- K. Work collaboratively with PROVIDING AGENCY to jointly determine the allocation of Bridges Program and Bridges RTC Grant funds to projects that qualify for rental assistance. Including coordinated efforts to issue, review, score, and select request for proposals. Final decisions on the allocation of funds are at the sole discretion of the PROVIDING AGENCY.
- L. Communicate with Local Mental Health Entities (LMHE) to monitor Bridges and Bridges RTC participant stability during tenancy, ensure responsiveness to participant housing issues that could be mitigated with behavioral health intervention.
- M. Monitor Local Mental Health Entity (LMHE) responsibilities in the cooperative agreement with the HA, ensuring they are meeting the requirements under the agreement.

1.3. REQUESTING and PROVIDING AGENCIES Values. Both the REQUESTING and PROVIDING AGENCIES commit to consensus-making, collaboration, open-mindedness and transparency in the working relationship with the goal of providing the best possible outcome for Bridges and Bridges RTC providers and participants.

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

- i. The PROVIDING AGENCY will submit to REQUESTING AGENCY a Request for Transfer of Funds Bridges RTC Grants form, attached hereto as Exhibit A, which is incorporated into this agreement, in the amounts of the Bridges RTC Grants required for the agreed upon selected Bridges RTC Grant projects.
- ii. The REQUESTING AGENCY will transfer Bridges RTC Grants funds for Bridges RTC Grant projects selected for funding to PROVIDING AGENCY up to a maximum of \$192,000.00 for SFY 2019 and a maximum of \$192,000.00 for SFY 2020.

2.2 Terms of Payment. Payment shall be made by the REQUESTING AGENCY within 30 days after the PROVIDING AGENCY has presented invoices for services performed to REQUESTING AGENCY.

3. Conditions of Payment. All services provided by PROVIDING AGENCY pursuant to this agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.

4. Terms of Agreement. This agreement shall be effective on April 1, 2019, **or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later**, and shall remain in effect through June 30, 2020, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

5. Cancellation. This agreement may be canceled by the REQUESTING AGENCY or PROVIDING AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives. The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Stacy Twite, Community Supports Assistant Commissioner, or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is James Lehnhoff, Multi-family Assistant Commissioner, or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

7. Assignment. Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

8. Amendments. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. Liability. The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that REQUESTING AGENCY 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 PROVIDING AGENCY under this Contract. "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 PROVIDING AGENCY 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 REQUESTING AGENCY for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, PROVIDING AGENCY is not a "business associate" of REQUESTING AGENCY, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If PROVIDING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, PROVIDING AGENCY will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this Contract, PROVIDING AGENCY must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the PROVIDING AGENCY or the REQUESTING AGENCY.
- D. In its capacity as PROVIDING AGENCY under this contract, PROVIDING AGENCY 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 PROVIDING AGENCY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- E. If the PROVIDING AGENCY receives a request to release data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this Contract, PROVIDING AGENCY must immediately notify and consult with the REQUESTING AGENCY's Authorized Representative as to how the PROVIDING AGENCY should respond to the request.
- F. PROVIDING AGENCY's must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.
- H. PROVIDING AGENCY 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 PROVIDING AGENCY in performing its duties under this Contract.

11. Other Provisions.

None.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: *Loni Delmonico*

Date: 1/14/2019

SWIFT Contract No: 152114

SWIFT PO #: 3000067108

2. PROVIDING AGENCY

By: *[Signature]*

Title: *Assistant Commissioner of Multi Family*

Date: *4-30-19*

3. REQUESTING AGENCY

By: *Maul At*

With delegated authority

Title: *Director*

Date: *5/16/19*

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0238

Exhibit A

Minnesota Housing

STATE OF MINNESOTA
Office Memorandum

Date:

To: Gary Travis, Housing Services Lead
Behavioral Health Division
Minnesota Department of Human Services

From: Joel Salzer, Housing Stability Team Manager
Multifamily Division
Minnesota Housing Finance Agency

Phone: (651) 296-0751

Subject: Request for Transfer of Funds
Bridges RTC Rental Assistance Program

Minnesota Housing requests the transfer of funds in the amount indicated below pursuant to the Interagency Agreement between the Department of Human Services – Behavioral Health Division and the Minnesota Housing Finance Agency. Funds shall be transferred within 30 day of this notice.

A SWIFT Invoice is attached. This invoice can be paid using the Bilateral Netting process in SWIFT.

The following selected projects are to be funded with this transfer of funds.

Dev #	Program	Name	Location	Term	Amount
	Bridges RTC	Rental Assistance Program	Various	2	\$
TOTAL AMOUNT REQUESTED					\$

Approved:
Multifamily Housing Stability Team Manager:

cc: Accounting (); HDS Update (), MHFA Bridges RTC Grants Program Manager (Ellie Miller),
DHS BHD Bridges RTC Grants Program Manager (Gary Travis)

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 1 to Interagency Agreement Number 135015

Interagency Agreement Start Date: November 1, 2017

Original Interagency Agreement Expiration Date: June 30, 2018

Current Interagency Agreement Expiration Date: June 30, 2018

Requested Interagency Agreement Expiration Date: June 30, 2019

Original Interagency Agreement Amount: \$89,522

Total Interagency Agreement Amount: \$239,522

Previous Amendment(s) Total: \$0.00

Amendment Amount: \$150,000

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Housing and Support Services Division (REQUESTING AGENCY) and Minnesota Housing Finance Agency ("PROVIDING AGENCY"), identified as Interagency Agreement number 135015 to provide the continued administration of Minnesota's Homeless Management Information System (HMIS).

Recitals

WHEREAS, the REQUESTING AGENCY and the PROVIDING AGENCY have agreed to extend the services of the Interagency Agreement for an additional year; and

WHEREAS, the REQUESTING AGENCY and the PROVIDING AGENCY have agreed that additional time and additional funds are necessary for the continuation of the HMIS statewide system. The PROVIDING AGENCY will continue to enter into an agreement with ICA to administer HMIS as per the PROVIDING AGENCY's Duties listed in section 1.1 of the Interagency Agreement and provide the REQUESTING AGENCY annual reports and input into planning and implementation of HMIS as per the REQUESTING AGENCY's Duties listed in section 1.2 of the Interagency Agreement.

Therefore, the parties agree that:

Interagency Agreement Amendment

In this Amendment, changes to pre-existing Interagency Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Therefore, the parties agree that:

REVISION 1: Clause 1-Duties; only 1.1 is amended as follows:

1.1 Providing Agency's Duties:

PROVIDING AGENCY shall:

A. Enter into an Agreement with Institute for Community Alliances ("ICA"), under which ICA will administer Minnesota's Homeless Management Information System ("HMIS") in accordance with the following provisions:

Administer Minnesota's HMIS. Minnesota's HMIS is a statewide system. ICA will provide systems administration statewide and on behalf of each Continuum of Care (the regional planning groups that apply for federal McKinney Vento Homeless funding and are required to use HMIS to receive funding) region, currently including Minneapolis/Hennepin County, St. Paul/Ramsey County, Anoka County, Dakota County, Scott-Carver County, Washington County, St. Louis County, Central Minnesota, Northeast Minnesota, Northwest Minnesota, Southeast/South Central Minnesota, and West Central Minnesota. The major tasks associated with local systems administration are known as core activities and include project management and coordination, training and consultation, database management and functional support, and providing standard reports.

B. Serve as the primary contact with ICA during the course of, and for the purpose of, the administration of HMIS.

C. Oversee ICA's activities, prepare contract performance evaluations of ICA, and assure payment is made in a timely and appropriate manner.

D. Oversee the evaluation and development of a statewide Coordinated Entry assessment tool, including the selection of a Technical Assistance provider, if necessary.

REVISION 2: Clause 2 – Consideration and Terms of Payment; only 2.1 is amended as follows:

2.1 Consideration. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

REQUESTING AGENCY agrees only to provide ~~eighty nine thousand five hundred twenty two dollars (\$89,522.00)~~ two hundred and thirty-nine thousand and five hundred and twenty-two dollars (\$239,522) as funding for the services to be performed by ICA. PROVIDING AGENCY and REQUESTING AGENCY acknowledge and agree that the funds to be supplied by the REQUESTING AGENCY hereunder may not be sufficient to fully pay for the services to be provided by ICA, and further agree and acknowledge that the REQUESTING AGENCY has no further financial obligation hereunder above and beyond the obligation to provide the agreed upon ~~eighty nine thousand five hundred twenty two dollars (\$89,522.00)~~ two hundred and thirty-nine thousand and five hundred and twenty-two dollars (\$239,522).

REVISION 3: Clause 4 - Terms of Agreement

4. **Terms of Agreement.** This agreement shall be effective on November 1, 2017, **or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later**, and shall remain in effect through ~~6/30/2018~~ 6/30/2019, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

REVISION 4: Clause 6 – Authorized Representatives.

The REQUESTING AGENCY's authorized representative for the purpose of the administration of this agreement is ~~Jovan Perry, Division Director~~, Erin Sutton Sullivan, Division Director (Housing Services Manager 4), 444 Lafayette Road N 560 Cedar Street, St. Paul, MN 55164 55101. (651) 431-4006 (651) 431-3849 or her successor. The PROVIDING AGENCY's authorized representative for the purpose of administrator of this agreement is **Barb Sporlein, Deputy Commissioner**, Minnesota Housing Finance Agency, ~~400 Sibley, Suite 300, St. Paul, MN (651) 297-3125, address change effective 9/01/17,~~ 400 Wabasha Street N, Suite 400, St. Paul, MN 55102, or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL INTERAGENCY AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

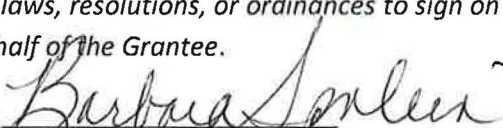
By: 

Date: 5-7-18

Interagency Agreement No: 135015

2. PROVIDING AGENCY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.


By: 

Title: Barbara Sporlein

Date: 5/30/18

3. REQUESTING AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): 

Title: Human Services Manager 4

Date: 6-4-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Department of Employment and Economic Development (DEED).

WHEREAS, DEED has been appropriated General Support Services money under Laws of Minnesota 2017, Regular Session, Chapter 94, article 1, Subd. 4 (b); and

WHEREAS, these appropriated funds are for operating the Interagency Olmstead Implementation Office (OIO); and

WHEREAS, the Governor has issued Executive Order 15-03 and named the Commissioner of Minnesota Housing the Chair of the Olmstead Sub-Cabinet; and

WHEREAS, for management purposes, Minnesota Housing will assume responsibility and authority for the OIO budget; and

WHEREAS, effective April 8, 2015, DEED and Minnesota Housing executed an Interagency Agreement that transferred two DEED employees to Minnesota Housing; transferred the remaining FY2015 appropriated funds for the Olmstead Office to Minnesota Housing (and in later years through Interagency Agreements for the FY2016, FY2017 and FY2018 appropriations); and transferred oversight responsibility for the administration of any future OIO agency collaboration tools, if needed, which are to be paid for from the OIO budget.

NOW, THEREFORE, Minnesota Housing and DEED agree to the following:

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 Minnesota Housing will take physical possession, oversight and management of the FY2019 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 15-03 will be made accessible to the members of the OIO.

3 Consideration and Payment

- 3.1 DEED will transfer all FY2019 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

4 Conditions of Payment

N/A.

5 Authorized Representative

Minnesota Housing's Authorized Representative is Barbara Sporlein, Deputy Commissioner, 400 Wabasha Street No., Suite 400, St. Paul, MN 55010, 651-297-3125 or his/her successor. DEED's

Authorized Representative Jeremy Hanson Willis, Deputy Commissioner or his/her successor.

6 Amendments

Any amendment to this 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 agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Minnesota Housing Finance Agency

By: Barbara Spieker
(with delegated authority)

Title: Deputy Commissioner

Date: 4-16-18

Minnesota Department of Employment and Economic Development

By: [Signature]
(with delegated authority)

Title: Dept Comm

Date: 4/6/18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

WHEREAS, MDE established and funds a long-term temporary unclassified position, held by Eric Grumdahl, to support the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness (OTPEH), including implementation of *Heading Home Together: Minnesota's 2018-2020 Action Plan to Prevent and End Homelessness* and the Margaret A. Cargill Foundation *Building Systems to Prevent and End Homelessness in Minnesota* grant; and

WHEREAS, Minnesota Housing and MDE agree that the temporary position should be extended through no later than November 30, 2018 at current rates of salary, benefits and indirect costs;

NOW, THEREFORE, Minnesota Housing and MDE agree to the following:

Agreement

1 Term of Agreement

1.1 *Effective date*: October 13, 2018

1.2 *Expiration date*: November 30, 2018 or until the temporary position is terminated, whichever occurs first.

2 Scope of Work

2.1 Minnesota Housing agrees to fund the prorated salary, benefits, indirect costs and training and development costs for the extended period of the long-term temporary position held by Eric Grumdahl at current rates not to exceed \$24,000.

2.2 MDE will extend and manage the temporary position using the Minnesota Housing funds;

2.3 MDE will continue to provide office space, equipment, and supplies and other operational supports as needed for the temporary position.

3 Consideration and Payment

3.1 MDE will submit one detailed invoice to the Minnesota Housing Authorized Representative for the actual hours worked by Eric Grumdahl (at the position's hourly rate), prorated corresponding benefits, rent and indirect costs, and actual training and development costs once the position ends by November 30, 2018.

3.2 Minnesota Housing will transfer the payment to MDE within 5 days after receipt of the invoice to the following account:

MDE

Fund = 2000

FinDeptID = E373B040

AppropID = E372650

4 Conditions of Payment

N/A.

5 Authorized Representative

Minnesota Housing's Authorized Representative is Barbara Sporlein, Deputy Commissioner or her successor, Minnesota Housing, 400 Wabasha St. No, Suite 400, St. Paul, MN 55102.

The MDE Authorized Representative is Hue Nguyen, Assistant Commissioner or her successor, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113.

6 Amendments

Any amendment to this 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 agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

MINNESOTA HOUSING FINANCE AGENCY

By:

Barbara Sporlein
(with delegated authority)

Title:

Deputy Commissioner

Date:

10/9/18

MINNESOTA DEPARTMENT OF EDUCATION

By:

Andi Ekall

(with delegated authority)

Title: Finance Director

Date: October 9, 2018

**State of Minnesota
Interagency Agreement Amendment No. 1**

This Interagency Agreement Amendment is by and between the Minnesota Housing Finance Agency (Minnesota Housing) and the Minnesota Department of Education (MDE).

Recitals

1. The parties entered into an Interagency Agreement dated October 13, 2018 regarding the extension of the long term temporary position held by Eric Grumdahl who works with the Office to Prevent and End Homelessness.
2. The parties wish to amend the Interagency Agreement as stated below.

Amendment

1. In provision 1.2, replace the existing expiration date of November 30, 2018 with January 31, 2019.
2. In provision 2.1, replace the existing \$24,000 not to exceed figure with \$48,000.
3. In provision 3.1, replace the existing November 30, 2018 date with January 31, 2018.

Except as amended above, all other terms and conditions in the interagency agreement remain unchanged.

MINNESOTA HOUSING FINANCE AGENCY

By: Barbara Spiller
(with delegated authority)

Title: Deputy Commissioner

Date: 11-28-18

MINNESOTA DEPARTMENT OF EDUCATION

By: Charles Miller
(with delegated authority)

Title: Deputy Commissioner

Date: 11-28-18

**State of Minnesota
Interagency Agreement Amendment No. 2**

This Interagency Agreement Amendment is by and between the Minnesota Housing Finance Agency (Minnesota Housing) and the Minnesota Department of Education (MDE).

Recitals

1. The parties entered into an Interagency Agreement dated October 13, 2018 regarding the extension of the long term temporary position held by Eric Grumdahl who works with the Office to Prevent and End Homelessness.
2. The parties wish to amend the Interagency Agreement as stated below.

Amendment

1. In provision 1.2, replace the existing expiration date of January 31, 2019 with March 31, 2019.
2. In provision 2.1, replace the existing \$48,000 not to exceed figure with \$77,000.
3. In provision 3.1, replace the existing January 31, 2018 date with March 31, 2019.
4. In the following replace the existing November 30, 2018 date with March 31, 2019.

"This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

WHEREAS, MDE established and funds a long-term temporary unclassified position, held by Eric Grumdahl, to support the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness (OTPEH), including implementation of Heading Home Together: Minnesota's 2018-2020 Action Plan to Prevent and End Homelessness and the Margaret A. Cargill Foundation Building Systems to Prevent and End Homelessness in Minnesota grant; and

WHEREAS, Minnesota Housing and MDE agree that the temporary position should be extended through no later than November 30, 2018 at current rates of salary, benefits and indirect costs;"

Except as amended above, all other terms and conditions in the interagency agreement remain unchanged.

MINNESOTA HOUSING FINANCE AGENCY

By: Barbara Sporelin
(with delegated authority)

Title: Deputy Commissioner

Date: 1-4-2019

MINNESOTA DEPARTMENT OF EDUCATION

By: Charles M...
(with delegated authority)

Title: Deputy Commissioner

Date: 1-4-2015

**State of Minnesota
Interagency Agreement Amendment No. 3**

This Interagency Agreement Amendment is by and between the Minnesota Housing Finance Agency (Minnesota Housing) and the Minnesota Department of Education (MDE).

Recitals

1. The parties entered into an Interagency Agreement dated October 13, 2018 regarding the extension of the long term temporary position held by Eric Grumdahl who works with the Office to Prevent and End Homelessness.
2. The parties wish to further amend the Interagency Agreement as stated below.

Amendment

1. In provision 1.2, replace the existing expiration date of March 31, 2019 with June 30, 2019.
2. In provision 2.1, replace the existing \$77,000 not to exceed figure with \$119,000.
3. In provision 3.1, replace the existing March 31, 2019 with June 30, 2019.
4. In the following replace the existing March 31, 2019 date with June 30, 2019.

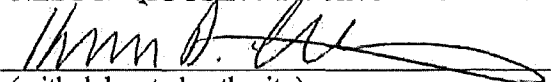
“This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

WHEREAS, MDE established and funds a long-term temporary unclassified position, held by Eric Grumdahl, to support the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness (OTPEH), including implementation of Heading Home Together: Minnesota’s 2018-2020 Action Plan to Prevent and End Homelessness and the Margaret A. Cargill Foundation Building Systems to Prevent and End Homelessness in Minnesota grant; and

WHEREAS, Minnesota Housing and MDE agree that the temporary position should be extended through no later than March 31, 2019 at current rates of salary, benefits and indirect costs;”

Except as amended above, all other terms and conditions in the interagency agreement remain unchanged.


MINNESOTA HOUSING FINANCE AGENCY

By: 
(with delegated authority)

Title: CFO

Date: 3/10/19

MINNESOTA DEPARTMENT OF EDUCATION

By: 
(with delegated authority)

Title: CFO

Date: 3/19/2019

**State of Minnesota
Interagency Agreement Amendment No. 4**

This Interagency Agreement Amendment is by and between the Minnesota Housing Finance Agency (Minnesota Housing) and the Minnesota Department of Education (MDE).

Recitals

1. The parties entered into an Interagency Agreement dated October 13, 2018 regarding the extension of the long term temporary position held by Eric Grumdahl who works with the Office to Prevent and End Homelessness.
2. The parties wish to amend the Interagency Agreement as stated below.

Amendment

1. In provision 1.2, replace the existing expiration date of June 30, 2019 with September 30, 2019.
2. In provision 2.1, replace the existing \$119,000 not to exceed figure with \$161,000, and add the following language after the new not to exceed figure "MHFA will reimburse MDE for actual travel expenses incurred by Eric Grumdahl not to exceed \$4,000."
3. In provision 3.1, replace the existing June 30, 2019 with September 30, 2019.
4. In provision 5, replace "The MDE Authorized Representative is Hue Nguyen, Assistant Commissioner or her successor, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113." with "The MDE Authorized Representative is Luchelle Stevens, Chief of Staff or her successor, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113."
5. In the following replace the existing June 30, 2019 date with September 30, 2019.

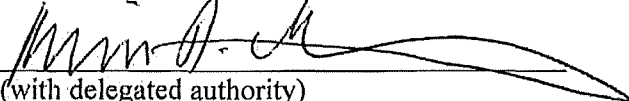
"This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

WHEREAS, MDE established and funds a long-term temporary unclassified position, held by Eric Grumdahl, to support the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness (OTPEH), including implementation of Heading Home Together: Minnesota's 2018-2020 Action Plan to Prevent and End Homelessness and the Margaret A. Cargill Foundation Building Systems to Prevent and End Homelessness in Minnesota grant; and

WHEREAS, Minnesota Housing and MDE agree that the temporary position should be extended through no later than June 30, 2019 at current rates of salary, benefits and indirect costs;"

Except as amended above, all other terms and conditions in the interagency agreement remain unchanged.

MINNESOTA HOUSING FINANCE AGENCY

By: 
(with delegated authority)

Title: Chief Financial Officer

Date: 6/25/19

MINNESOTA DEPARTMENT OF EDUCATION

By: *Andi Erickson*
(with delegated authority)

Title: *Agency Finance Director*

Date: *6/27/19*



**MAD Project Number: 2018-128
 INTERAGENCY AGREEMENT
 for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Housing Finance Agency

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$587,535.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1: FY18	Accounting Distribution 2: FY19	Accounting Distribution 3:
Fund: 8000	Fund: 8000	Fund:
Appr: B34000J	Appr: B34000J	Appr:
Fin Dept ID: B3430144	Fin Dept ID: B3430144	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$154,310.00	Amount: \$433,225.00	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: 142013/5-17-18/SO
 Number/Date/Entry/Initials

FY18 PO#
 Order: 3000005403/5-17-18/Samantha
 Number/Date/Signatures

[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Minnesota Housing Finance Agency (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with The Improve Group the Division will sub-contract with The Improve Group to provide services to the Olmstead Implementation Office as identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Renda Rappa Requesting Agency: Darlene Zangara

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The Division will invoice the Requesting Agency in accordance with the deliverables and costs identified in Exhibit A for services provided by The Improve Group. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice and prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$587,535.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

5. Effective Dates:

This agreement is effective May 14, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Darlene Zangara. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: <i>Barbara Spollett</i> Title: <i>Deputy Commission</i> Date: <i>5/17/18</i>	By: <i>Reuda E Rapp</i> Title: <i>Business Manager</i> Date: <i>May 10, 2018</i>

Exhibit A

Olmstead Quality of Life Follow-up Survey: Administration, Analysis, and Reporting

Submitted to the Olmstead Implementation Office
April 12, 2018

The **Improve** Group

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PART ONE: OBJECTIVES & GOALS

Since work first began on the Olmstead Quality of Life Survey in 2014, The Improve Group has worked alongside the Olmstead Implementation Office (OIO) to ensure its success. Our team was honored to support the OIO in successfully piloting and administering the baseline survey.

Our longstanding involvement with and commitment to the Quality of Life survey has fully prepared us to take on the next phase of this work. We understand the complexities of administering this statewide survey and have developed comprehensive strategies to address anticipated challenges.

Through our prior Olmstead work, we have developed reliable connections with agencies, service providers, and other partner organizations that can help us reach survey respondents.

Our team is also deeply committed to working with people with disabilities throughout the survey implementation process. People with disabilities will play an integral role in this work—as advisors, as interviewers, as survey respondents, and more.

Our goals for this work will be:

- Complete 500 follow-up interviews
- Maintain survey rigor by using the same survey interviewers that worked on the baseline survey as much as possible
- Continue to use a person-centered approach that makes survey participation as easy as possible
- Develop a regression model that can describe the effects of interactions between and among variables
- Develop clear research questions and answer those questions in the final report

PART TWO: LESSONS LEARNED

The baseline Quality of Life Survey that The Improve Group administered last year, was one of the most comprehensive surveys of its kind. The scope of the work was unique and as such, we learned many lessons from the experience that will further guide the planning and administration of this follow-up survey.

Through our interactions with providers, lead agencies, guardians, and state systems, we now know much more about how things actually work in the field. Such key lessons include:

- **The baseline survey cost more than we anticipated:** In part due to the lessons learned below, the baseline survey was underbudgeted by about \$80,000. The Improve Group covered these costs to successfully complete the survey. We now have a much clearer understanding of the time it takes to conduct all the daily tasks required to schedule and complete interviewers.
- **The volume and length of phone calls is high ...and critical to success:** At the height of the survey, we were receiving 40-50 phone calls per day and the topics of those calls were wide-ranging. These calls would regularly be 20 minutes or more. Being available to answer questions and being responsive to stakeholders is essential to building and maintaining relationships. These positive relationships lead to participants ultimately consenting to take the survey.
- **It takes up to 12 calls to schedule 1 interview:** We will have much more direct contact information for the follow-up survey. However, what we learned from the baseline survey is that we will still need to make several calls to schedule interviews because we need to work with several people. We do anticipate contact information will have changed since the baseline. Calls to

providers, guardians, and case managers will still need to happen in order to obtain consent and schedule an interview.

- **The amount of rescheduling is significant:** About 20% of all interviews had to be rescheduled at least once. Given the individual situations of the population, rescheduling is necessary. However, each time an interview needs to be rescheduled, a new round of communication is required with guardians/providers in order to set everything up. With the size of the survey, this extra time adds up quickly.
- **Daily coordination of interviewers and calendars is critical:** With the statewide nature of this survey, there are multiple interviewers traveling across the state at any given time; there are a lot of moving parts to monitor. Having staff solely focused on this survey and holding key information about what is happening with interview calendars is crucial to ensuring a smooth operation.
- **Developing research questions will improve analysis:** The follow-up survey will be the first opportunity to objectively measure progress. This analysis will need to be much more sophisticated than the analysis completed for the baseline survey. There are a lot of questions that could be answered with these data, but that doesn't mean they are the right ones. Creating a list of questions that are relevant to the Olmstead Subcabinet will help focus analysis on the most important and actionable topics.

PART THREE: DELIVERABLES

Follow-up Survey Administration

Implementing the Administration Plan: The timeline for completion of the survey is relatively short. With that in mind, we have developed a detailed work plan that outlines project activities week-by-week throughout the entire project timeline. Our comprehensive project management approach and key efficiencies—like already having IRB approval and fairly recent contact information—will streamline our work. To ensure quality and validity, we will have weekly conversations with our interviewers to identify challenges as they arise and create solutions to address them.

Protect Respondents from Abuse and Neglect

We will take a proactive approach to addressing and reporting abuse and neglect. Because respondents in our sample are potentially vulnerable adults, we have a clear protocol for reporting abuse and neglect to the Minnesota Adult Abuse Reporting Center or Common Entry Point. In addition, we will connect regularly with interviewers to address any areas of concern immediately.

Recruit, Train, and Supervise Interviewers

Survey interviews will be conducted by interviewers that administered the baseline survey. If need be, we will recruit and train new survey interviewers as well. Our priority for hiring will be:

- Showing ability to responsibly implement interviews with fidelity
- Experience and/or comfortable working with people with disabilities Can conduct interviews in languages other than English
- Have the cultural competency to work with people of many different backgrounds
- Are geographically dispersed across the state (in order to reduce travel time and expense in reaching respondents)

To identify new survey interviewers, we will leverage our successful recruitment practices we use to hire internal staff: for every new job posted, The Improve Group typically receives 25-50 qualified applicants. In

In addition, we will partner with organizations that have existing relationships with potential interviewers. In this case, we anticipate partnering with community-based organizations that serve people with disabilities (such as Partnership Resources), community-based partners that serve specific cultural groups (such as Hmong American Partnership), vocational rehabilitation centers, the University of Minnesota's Extension services (which has offices in every county across the state), and others.

Complete up to 500 Follow-up Interviews

A representative random sample will be drawn from the 2,005 baseline survey participants.

Once the sample is drawn, individuals, guardians, and providers will receive written information about the study. We will then move to the outreach plan described in the administration plan. Our interviewers and staff will begin reaching out to individuals, guardians, and providers to confirm interest in participating in the study and schedule interviews.

Our ongoing, weekly monitoring of the data will help us identify whether any particular setting is under-represented in our completed surveys. If that is the case, we will refine our outreach strategies immediately to ensure we are achieving the desired representation.

Data Security Plan: The Improve Group has a standard data security plan that is customized for each project, based on the type of data we are gathering, needs of respondents, and guidelines around working with specific populations. We will continue to adhere to the data security plan approved by DHS IRB during the baseline survey administration. We will review and refine this plan in the first few weeks of implementation to make sure nothing has changed about our access to data or target respondents.

Ensuring Data Quality: As part of the management plan for this project, all data used in both the recruiting and outreach process and through the survey and interview process will be live at all times. Having access to live data will allow us to conduct regular audits for data quality. Throughout the entire project, we will be conducting three regular processes to review data:

- Each week, we will review data to determine response rates from different settings and determine if any changes are needed in our outreach plans. We will also review survey completion patterns and determine if we need additional training for survey interviewers to complete each module
- Every other week, we will review data to analyze inter-rater reliability and determine if there are any patterns in responses that could indicate that the survey interviewers are introducing bias and need additional training.
- On a monthly basis, we will provide a data summary to OIO for discussion about what findings are emerging.

Analyzing Data: All data will be stored in a secure database and checked monthly for quality and validity. Because data will be live and available at any time, we can provide point-in-time summary statistics whenever they are needed or requested.

Timeline: The timeline for our data strategy is outlined in the Deliverables and Tasks Chart below.

Produce Olmstead Quality of Life Survey Reports

To balance rigor and immediacy, we propose the following analysis and reporting approach:

- Summer 2018: Develop Research Questions
 - Developing research questions through a collaborative process with agency stakeholders will help focus the analysis and ensure there is consensus on analytical approaches.
- November 2018 to January 2019: Analysis
 - The analysis will be focused on comparing survey score changes from the baseline across all relevant variables. The other component of this analysis will focus on measuring the impact

different variables have on survey scores. This will be accomplished through the development of a regression model.

- **December 2018: Preliminary Follow-up Survey Results**
 - This short report (expected to be approximately 5 pages) will highlight the major changes from baseline to follow-up. It will identify changes in survey module scores and scan for any significant changes in scores across service setting and region.
 - We will also be available to present results to the Subcabinet at this time.
- **January 2019: Comprehensive Follow-up Survey Results**
 - This longer report will be a comprehensive analysis of all relevant variables and include the results of the regression methodology that will be further developed in the planning stages of this work. The report will include data tables of all results.
 - We can deliver another presentation of the full results at this time to the Subcabinet.

PART FOUR: BUDGET & TIMELINE

WORK ITEMS	IG Staff Time Budget	Interviewer Time Budget
Interviewer recruitment, training, and HR support	\$16,355	\$9,360
Survey communications		
<ul style="list-style-type: none"> • Process outreach letters • Maintain website • Monitor and return voice mail • Monitor and return emails • Maintain contact information (including county outreach) • Reporting abuse and neglect 	\$26,355	\$2,184 (abuse and neglect reporting)
Phone outreach to participants/guardians		
<ul style="list-style-type: none"> • Call guardians • Call providers • Call case managers • Call individuals 		\$78,000
Data coordination		
<ul style="list-style-type: none"> • Update and maintain contact database • Refresh DHS/DEED data • Monitor progress on survey sample goals • QA checks on data 	\$48,050	
Consent coordination		
<ul style="list-style-type: none"> • Process incoming consents • File paperwork • Update database 	\$12,880	
Calendar coordination & logistics		
<ul style="list-style-type: none"> • Monitor daily interview calendars • Verify interview time/location information • Coordinate interview rescheduling • Communicate with interviewers 	\$144,900	
Interview Time		
<ul style="list-style-type: none"> • Time to drive to and conduct interviews 		\$112,500
Data Analysis		
<ul style="list-style-type: none"> • Regression model development • Analysis planning • Analysis 	\$37,225	

Reporting

- Report planning
- Preliminary report
- Full report **\$22,550**
- Presentation development (2)
- Presentations (2)
- Progress updates (monthly)

TOTAL STAFF TIME BUDGET (IG & Interviewers) \$510,359

MATERIALS NEEDED	MATERIAL BUDGET
Update website video	\$1,500
Update tablet computers	\$1,000
Tablet data plan	\$3,360
SNAP mobile software	\$2,000
Job postings	\$300
Mailing & postage	\$12,000
Travel costs (hotel, per diem)	\$6,500
Interpretation services	\$2,000
Statistics consultation	\$1,500
Dr. Conroy subcontract	\$10,000
Mileage for interviews	\$25,000
TOTAL EXPENSES	\$65,160

FINAL BUDGET	
Total staff time	\$510,359
Total expenses	\$65,160
Administration fee (10% of non-mileage expenses)	\$4,016
TOTAL PROJECT COST	\$579,535

This budget is built assuming the State can lead and manage the following work items:

- The State manages the initial mailing to providers, participants, guardians and lead agencies. If the State prefers that The Improve Group do this work, there will be an additional cost of \$8,000 in staff time and mailing costs.
- If the State cannot take on these work items, these costs should be added to the proposed budget above.

Deliverables Schedule

The following table outlines the invoicing schedule and associated deliverables:

Invoice Month	Deliverables	Invoice Amount
May 2018	<ul style="list-style-type: none"> • Pull sample • Send outreach letters • Hire/train interviewers • Monthly progress report 	\$64,392
June 2018	<ul style="list-style-type: none"> • Schedule/conduct interviews • Monthly progress report 	\$64,392
July 2018	<ul style="list-style-type: none"> • Finalize research questions • Schedule/conduct interviews • Begin planning final report • Monthly progress report 	\$64,392
August 2018	<ul style="list-style-type: none"> • Finalize regression models • Schedule/conduct interviews • Monthly progress report 	\$64,392
September 2018	<ul style="list-style-type: none"> • Schedule/conduct interviews • Monthly progress report 	\$64,392
October 2018	<ul style="list-style-type: none"> • Pull initial outcomes data • Begin preliminary report drafting • Schedule/conduct interviews • Monthly progress report 	\$64,392
November 2018	<ul style="list-style-type: none"> • Schedule/conduct interviews • Finalize preliminary report • Monthly progress report 	\$64,392
December 2018	<ul style="list-style-type: none"> • Conduct comprehensive analysis • Monthly progress report 	\$64,392
January 2019	<ul style="list-style-type: none"> • Finalize full report • Monthly progress report 	\$64,399

Timeline

Deliverables & Tasks	Q2 2018			Q3 2018			Q4 2018			Q1 2019		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
- Follow-up survey administration												11/30/18
Finalize data sharing agreements (DHS and DEED)			05/29/18									
Coordinate with State agencies to refresh participant data			05/29/18									
Update outreach materials and content to help people understand the purpose of the survey, why they were sampled, their rights, and to assent to participate in the survey (or consent if they are a legal guardian)			05/29/18									
Set up technology to assist in survey interviews, including outreach scripts and patterns; survey instrument and tablets; and data transfer procedures that will secure the data			05/29/18									
Meet with Advisory Group to review plans and kick-off survey			05/18/18									
Update survey website and video. Develop communication plan.			06/11/18									
- Work closely with the whole community (people with disabilities, caregivers, providers, guardians and advocates) to provide information about the survey:												11/30/18
Notify all known providers about the survey via mail, and include ways to attain more information												11/30/18
Notify all lead agencies about the survey via bulletins and email, including ways to attain more information												11/30/18
Work with partners to develop a targeted communication strategy for individuals with disabilities, providers, caregivers and guardians, working through trusted communication channels such as newsletters of community based organizations, social media, etc												11/30/18
Work with center-based employment providers and other relevant providers on targeted support for the survey, such as securing space to conduct the survey or sharing information about the surveys at events												11/30/18
- Notification to individuals in the survey sample, and, if appropriate, their guardians, providers and caregivers; for each individual, the following steps will be taken:												11/30/18
A written letter will be sent to the known address or email address of the individual, and, if appropriate, their guardians, providers and caregiver												11/30/18
Included in letter will be information about the survey itself, consent, opportunities for accommodations, and opportunities to work as an interviewer												11/30/18
Individuals in the sample will have the opportunity to act immediately to schedule their survey or complete a survey online												11/30/18
Meet with Advisory Group to discuss launch of survey and gain ideas and collaboration for broader community outreach and support												11/30/18

Deliverables & Tasks	Q2 2018			Q3 2018			Q4 2018			Q1 2019		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
[-] Phone outreach to participants to schedule interviews; for each individual, the following steps will be taken:										11/30/18		
Make up to 4 attempts to make contact										11/30/18		
For providers, attain contact information for either guardians or individuals										11/30/18		
For guardians and individuals that respond, request consent										11/30/18		
For guardians and individuals that provide consent, schedule survey and make arrangements for accommodations										11/30/18		
[-] Conduct survey interviews										11/30/18		
Affirm consent is in place and document consent										11/30/18		
Provide written version of the survey at a time desired by the individual (i.e., during the survey itself, by mail in advance of the survey)										11/30/18		
Determine and make needed interview accommodations. These could include interpreters, electronic versions of the survey, etc										11/30/18		
Travel to homes, places of employment, day programs, and other locations preferred by individuals to conduct surveys										11/30/18		
Monitor response rates and adjust outreach and participant recruitment as necessary										11/30/18		
- Reporting Abuse and Neglect										11/30/18		
Train all survey interviewers on abuse and neglect protocol										10/31/18		
Provide supervision, coaching and guidance on abuse and neglect										11/30/18		
- Recruitment, Training and Supervision of Interviewers										12/31/18		
Coaching, mentorship, supervision, and review of survey interviewers										12/31/18		
- Survey Sample and Data Analysis												01/31/19
As data is being collected, conduct weekly, bi-weekly and monthly analysis as described in the deliverables section above										11/30/18		
Conduct in-depth analysis in consultation with Dr. Conroy												01/31/19
Prepare data summaries in placemat or other format												01/31/19
Present preliminary findings to subcabinet and determine additional questions that remain												01/31/19
Finalize analysis based on input from advisory group, OIO and subcabinet												01/31/19
- Quality of Life Follow-up Reporting												01/31/19
Provide regular updates to OIO, advisory group and subcabinet												01/31/19
Develop report/communications templates for approval by OIO												01/31/19
Draft report, review and incorporate feedback from OIO, and finalize report; audit both format and language used for accessibility and ensure meets accessibility standards												01/31/19

Deliverables & Tasks	2019 2018		2019 2018		2019 2018		2019 2018						
	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
Gather feedback from OIO, advisory group and subcabinet and finalize report and community-based reporting materials (OIO Lead)													01/31/19
Provide written testimony if desired													01/31/19
Give presentations or verbal testimony if desired													01/31/19

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Housing Finance Agency (hereinafter the REQUESTING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the Minnesota Department of Human Services (hereinafter the PROVIDING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 Providing Agency's Duties:

PROVIDING AGENCY shall: contract with Amherst H. Wilder Foundation (hereinafter the "Grantee") for reports based on data collected during the 2018 homeless survey. Grantee will conduct two surveys: a statewide survey of homeless adults and youth and a companion study of homelessness on Minnesota Indian Reservations.

- A. Pursuant to an agreement with Providing Agency, Grantee will prepare a statewide survey of homeless adults and youth that includes:
 - a. Detailed Information about the characteristics of those persons experiencing homelessness including adults, children who accompany them as well as youth who are on their own.
 - b. Comparative data, when available to compare the characteristics of persons experiencing homelessness to those persons in the general population and to describe the housing history, service use and related health and welfare issues surrounding the experience of homelessness.
 - c. Provide detailed information on the health care, utilization and needs as well as demographic characteristics of those living in emergency shelters, battered women's shelters and transitional living programs.
 - d. Information from a sample of person who live outdoors, on the streets or in other areas not intended for human habitation.
- B. Pursuant to an agreement with Providing Agency, Grantee will prepare several specific reports and summary data organized for regional planning purposes. The reports will include detailed information including: extensive demographic information, previous housing history, education and employment history, length of residence in Minnesota, previous institutionalizations, history of incarceration separating federal prison, state prison and local jails, services use, current needs, receipt of benefits, veteran status, physical and mental health status, experiences of violence, substance use, family status (including the characteristics of children). Reports concerning youth will also include the following

information: school enrollment and participation, histories of abuse or neglect, previous out of home placement, pregnancy and parenting, reasons for not returning home, connection with adults and other resources, comparisons with other at-risk populations and the general population of youth as represented by the Minnesota Student Survey.

- C. The reports that will be prepared by Grantee and provided to Providing Agency and Requesting Agency are:
 - a. A Preliminary Results of the Statewide Survey of Persons without Permanent Housing to be prepared by May 2019.
 - b. A Final Report on the Statewide Survey of Persons without Permanent Housing to be prepared by July 2019.
 - c. A report specifically on persons experiencing long-term homelessness (comparable to the Grantee report “long-term homelessness among individuals and families in Minnesota in 2016”) to be prepared by September 2019.
 - d. A Final Report on Homeless Unaccompanied Youth to be prepared by September 2019.
 - e. A Regional Planning Reports describing detailed characteristics of persons experiencing homelessness within each Continuum of Care region of the state and Metro County to be prepared by September 2019.
 - f. Report on homeless veterans to be prepared by September 2019.
- D. Pursuant to an agreement with Providing Agency, Grantee will assemble an advisory group composed of staff members from each organization involved in funding and supporting the study (the “Advisory Committee”). Grantee will seek to have regional representatives to assist in the development of regional information to be in Continuum of Care planning.
- E. Pursuant to an agreement with Providing Agency, Grantee will train interviewers recruited by Grantee, tribal staff and the Advisory Committee members to conduct interviews for the study through a two hour training event led by the project director of Grantee. Grantee will discuss best methods for training new and experience interviewers with the Advisory Committee members and implement those methods.
- F. Pursuant to an agreement with Providing Agency, Grantee will conduct a Reservation Companion Survey to document the nature of homelessness on Minnesota’s Indian Reservations. The Reservation Companion Survey will include homeless people not included in the federal definition of “homeless” such as people staying with family or friend (“doubled up”) and people living in homes lacking running water, electricity or heat. The Companion Survey will document the same kinds of information as in the Statewide Homeless Survey, but will also include a special set of questions pertaining specifically to doubled up people, such as the amount of crowding they experience, the adequacy of kitchen and bathroom facilities, sanitation and other issues.
 - a. Grantee will discuss initial ideas for planning the survey with tribal housing and social service staff from all the participating reservations and staff from the Providing Agency and Requesting Agency. All tribal nations in the state will be invited to participate.
 - b. Grantee will prepare summary data for each reservation. Each summary will include the answers given by all the people surveyed on that reservation to all questions asked in the survey. Grantee’s staff will be available to answer questions about the data and help with interpretation if requested.
 - c. If agreed upon by all the tribal councils of the participating reservation, Grantee will provide an aggregate summary report.

1.2. REQUESTING AGENCY'S DUTIES:

REQUESTING AGENCY shall: a) disperse payment upon receipt of invoices and b) work with the PROVIDING AGENCY to monitor for the satisfactory completion of the work pursuant to this Agreement.

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. Consideration for all services performed by PROVIDING AGENCY pursuant to this Agreement shall be paid by the REQUESTING AGENCY as follows:

- (a) \$50,000.00 upon execution of this Agreement;
- (b) \$40,000.00 upon completion and delivery of the October 2018 survey; and
- (c) Final payment of \$40,000.00 upon completion and delivery of the final reports.

The total funding for this Agreement is one hundred and thirty thousand (\$130,000).

2.2 Terms of Payment. Payment shall be made by the REQUESTING AGENCY within 30 days after the PROVIDING AGENCY has presented invoices for services performed to REQUESTING AGENCY.

3. Conditions of Payment. All services provided by PROVIDING AGENCY pursuant to this Agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.

4. Terms of Agreement. This Agreement shall be effective on June 25, 2018, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. Cancellation. This Agreement may be canceled by the REQUESTING AGENCY or PROVIDING AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives. The REQUESTING AGENCY'S authorized representative for the purposes of administration of this Agreement is Barb Sporlein, Deputy Commissioner, or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this Agreement is Traci Vibo, Housing Supports Contract Manger or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. Assignment. Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. Amendments. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. Liability. The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that PROVIDING AGENCY 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 REQUESTING AGENCY under this Agreement. "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 REQUESTING AGENCY 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 PROVIDING AGENCY for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, REQUESTING AGENCY is not a "business associate" of PROVIDING AGENCY, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, REQUESTING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If REQUESTING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, REQUESTING AGENCY will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as REQUESTING AGENCY under this Contract, REQUESTING AGENCY must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by REQUESTING AGENCY in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the REQUESTING AGENCY or the PROVIDING AGENCY.
- D.. If the REQUESTING AGENCY receives a request to release data created, collected, received, stored, used, maintained or disseminated by REQUESTING AGENCY in performing its duties under this Contract, REQUESTING AGENCY must immediately

notify and consult with the PROVIDING AGENCY's Authorized Representative as to how the REQUESTING AGENCY should respond to the request.

11. Other Provisions. None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: *Debi La*

Date: *7/9/18*

SWIFT Contract No: *POOL 3*

SWIFT PO #:

2. PROVIDING AGENCY

By: *Shu Scott*

Title: Housing Services Manager 4

Date: *6-25-18*

3. REQUESTING AGENCY

By: *Barbara Spence*

With delegated authority

Title: *Deputy Commissioner*

Date: *6-22-18*

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0238