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www.mnhousing.gov

DATE: October 15, 2020

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: Jennnifer Leimaile Ho, Commissioner, Minnesota Housing

SUBJECT: FY 2020 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 2020. 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
Liz Connor, Team Leader, Minnesota Management and Budget
Dominic McQuerrey, Policy Advisory, Office of the Governor
Joel Hanson, Senate Committee Administrator
Owen Wirth, Housing Committee Administrator

Minnesota Housing Finance Agency (MHFA)
FY 2020 Transfers - Cumulative Over \$100,000
October 15, 2020

| 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 | (17,925,000) | MHFA | Housing Finance Agency | B340550 | Economic Dev & Hsg Chall | 17,925,000 | Appropriation Transfer from 1000 fund to 8000 fund - Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subd 1 | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 2 |
| MHFA | General Fund | B34012A | Bridges | (4,338,000) | MHFA | Housing Finance Agency | B340170 | Bridges | 4,338,000 | | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 8 |
| MHFA | General Fund | B34012E | Preservation of Fed Assisted | (4,218,000) | MHFA | Housing Finance Agency | B340470 | ARIF-Preserv Fed Asstd Hsg | 4,218,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 11 |
| MHFA | General Fund | B34012G | Capacity Building Grant | (520,000) | MHFA | Housing Finance Agency | B340150 | Capacity Bldg Grants | 520,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 15 |
| MHFA | General Fund | B34015C | HMIS Capacity Bldg Grant | (125,000) | MHFA | Housing Finance Agency | B340150 | Capacity Bldg Grants | 125,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 15 |
| MHFA | General Fund | B34012C | Housing Trust Fund | (11,646,000) | MHFA | Housing Finance Agency | B340120 | Hsg Trust Fund | 11,646,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 6 |
| MHFA | General Fund | B34012I | Rehab SF | (2,772,000) | MHFA | Housing Finance Agency | B340090 | Rehab Loan Program SF | 2,772,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 12 |
| MHFA | General Fund | B34014D | Rehab MF | (3,743,000) | MHFA | Housing Finance Agency | B340091 | Rental Rehab Deferred Loan | 3,743,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 13 |
| MHFA | General Fund | B34012D | Homeownership Assist Fund | (885,000) | MHFA | Housing Finance Agency | B340020 | Homeownership Assist Fund | 885,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 10 |
| MHFA | General Fund | B34012H | Homeownership Educ Counsel | (857,000) | MHFA | Housing Finance Agency | B340370 | HECAT | 857,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 14 |
| MHFA | General Fund | B34012B | Family Homeless Prevention | (10,269,000) | MHFA | Housing Finance Agency | B340230 | Family Hmlss Prevnt & Assist | 10,269,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 9 |
| MHFA | General Fund | B34015E | Workforce Housing | (2,000,000) | MHFA | Housing Finance Agency | B340725 | Workforce Hsg Development | 2,000,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 3 |
| MHFA | General Fund | B34017D | BuildWealth | (500,000) | MHFA | Housing Finance Agency | B340723 | Build Wealth MN Grant | 500,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 16 |
| MHFA | General Fund | B34017C | Workforce Homeownership Dev | (500,000) | MHFA | Housing Finance Agency | B340722 | Workforce Homeownership Dev | 500,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 5 |
| MHFA | General Fund | B34019A | Mnfctrd Home Park | (2,000,000) | MHFA | Housing Finance Agency | B340726 | Mnfctred HomePark Infrst | 2,000,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 4 |
| MHFA | General Fund | B34015D | Highly Mobile Students | (1,750,000) | MHFA | Housing Finance Agency | B340727 | Homework Starts with Home | 1,750,000 | Same as above | Laws 2019, 1st Special Session, Chapter 1, Article 5, Section 2, Subdivision 7 |
| MMB | General Fund | G9Q1169 | MHFA Infrastructure-16 | (793,965) | MHFA | Housing Finance Agency | B340690 | Nonprofit Hsg Bond Acct | 793,965 | 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 | (6,371,444) | MHFA | Housing Finance Agency | B340690 | Nonprofit Hsg Bond Acct | 6,371,444 | | MS462A.37 Subdivision 5b |
| MMB | General Fund | G9Q1167 | MHFA Housing Infrastructure 20 | (2,035,627) | MHFA | Housing Finance Agency | B340690 | Nonprofit Hsg Bond Acct | 2,035,627 | Same as above | MS 462A.37 Subdivision 5d |
| MMB | General Fund | G9Q1166 | MHFA Nonprofit Housing Bds | (2,394,433) | MHFA | Housing Finance Agency | B340690 | Nonprofit Hsg Bond Acct | 2,394,433 | Same as above | MS 462A.36 Subdivision 4b |
| MMB | General Fund | G9Q1170 | MHFA Nonprofit Housing Bds | (2,796,794) | MHFA | Housing Finance Agency | B340690 | Nonprofit Hsg Bond Acct | 2,796,794 | Same as above | MS 462A.37 Subdivision 5d |
| 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 | Laws 2019, 1st Special Session, Chapter 7, Article 1, Section 2, Subdivision 4(b) |
| MMB | General Fund | G9R1030 | Housing Trust Fund | (112,871) | MHFA | Housing Finance Agency | B340120 | Hsg Trust Fund | 112,871 | Transfer of interest accrued from real estate trust accounts to Housing Trust Fund | MS 82.75 Subdivision 8 |
| MMB | General Fund | G9R0078 | Housing Trust Fund | (415,142) | MHFA | Housing Finance Agency | B340120 | Hsg Trust Fund | 415,142 | Tax Exempt Bonding Penalties and Interest transfer from MMB | MS 474A.21 |
| TOTAL | | | | (80,237,275) | | | | | 80,237,275 | | |

Minnesota Housing Finance Agency (MHFA)

FY 2020 Interagency Agreements and Service Level Agreements - Over \$100,000

October 15, 2020

| Agency | Amount | Legal Authority | Purpose | Effective Date | Duration |
|---|---------------------|---|---|----------------|------------|
| Department of Human Services | \$ 305,757 | M.S. 471.59, subd 10 and Executive Order 15-03 | Interagency Olmstead Implementation Office -- Department of Human Services allocation of salaries and benefits for their employees involved in Olmstead Implementation Office | 7/1/2019 | 6/30/2020 |
| Department of Human Services | \$ 192,000 | M.S. 471.59, subd 10 | DHS provided additional state grants 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. 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 Employee and Economic Development | \$ 1,269,000 | Laws 2019, 1st Special Session, Chapter 7, Article 1, Section 2, Subdivision 4(b) | Appropriated resources to support the Olmstead Implementation Office | 7/1/2019 | 6/30/2020 |
| Department of Education | \$ 128,984 | M.S. 471.59, subd 10 | Establish and fund a long-term temporary unclassified position to support the work of the Minnesota Interagency Council on Homelessness and the State Office to Prevent and End Homelessness. | 10/13/2018 | 12/31/2019 |
| Total | \$ 1,895,741 | | | | |

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 19-13 and named the Commissioner of Minnesota Housing the chair of the Olmstead Subcabinet; 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, 2019 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, 2020 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.
- 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 19-13 will be made accessible to the members of the OIO.
- 2.6 DHS will maintain the OIO website until Minnesota Housing can coordinate the transfer of the OIO web site to an alternate location.
- 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:

Minnesota Housing

Fund = 8000

FinDeptID = B3430144

AppropID = B340001

DHS

Fund = 1000

FinDeptID = ~~H5532713~~

AppropID = ~~H551052~~

H5532879

H551236

Handwritten initials and marks: "D", "E", "for" with a signature.

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 Rachel Robinson, 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: _____

Deputy Commissioner

Date: _____

6-26-19

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: _____

(with delegated authority)

Title: _____

CFO

Date: _____

6-20-19

**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 _3_ _2_ _5_ _4_ _4_ \$ _192,000.00_ amount

SFY_20_ - SWIFT FinDeptID: H55EB _3_ _2_ _5_ _4_ _4_ \$ _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: *Roni 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)

**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 2019, First Special Session, Chapter 7, Article 1, Section 2, Subd. 4(b); and

WHEREAS, the appropriation provides for \$1,269,000 each year for transfer to Minnesota Housing for operating the interagency Olmstead Implementation Office (OIO); and

WHEREAS, the Governor has issued Executive Order 19-13 and named the Commissioner of Minnesota Housing the Chair of the Olmstead Subcabinet; 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, FY2018 and FY2019 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, 2019 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, 2020 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 FY2020 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 19-13 will be made accessible to the members of the OIO.

3 Consideration and Payment

- 3.1 DEED will transfer all FY2020 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 Rachel Robinson, Deputy Commissioner, 400 Wabasha Street No., Suite 400, St. Paul, MN 55010, 651-297-3125 or his/her successor. DEED's

Authorized Representative Blake Chaffee, 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.

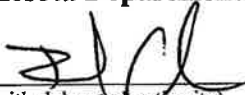
Minnesota Housing Finance Agency

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 6/24/19

Minnesota Department of Employment and Economic Development

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 6/24/19

**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: _____

(with delegated authority)

Title: _____

Date: _____

MINNESOTA DEPARTMENT OF EDUCATION

By: _____

(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 Murr
(with delegated authority)

Title: Deputy Commissioner

Date: 1-4-2018

**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.

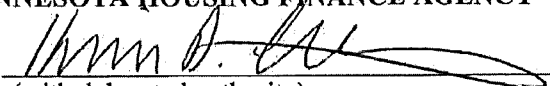
"This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

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: _____

Date: _____

Chief Financial Officer
6/25/19

MINNESOTA DEPARTMENT OF EDUCATION

By: Andi Erickson
(with delegated authority)

Title: Agency Finance Director

Date: 6/27/19

State of Minnesota
Interagency Agreement Amendment No. 5

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 September 30, 2019 with December 31, 2019.
2. In provision 2.1, replace the existing \$161,000 not to exceed figure with \$204,000, and replace the existing \$4,000 travel expense not to exceed figure with \$8,000.
3. In provision 3.1, replace the existing September 30, 2019 with December 31, 2019.
4. In the following replace the existing September 30, 2019 date with December 31, 2019.

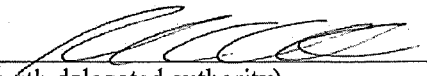
"This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Minnesota Department of Education (MDE).

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 September 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: Deputy Commissioner

Date: 9/30/2019

MINNESOTA DEPARTMENT OF EDUCATION

By: 
(with delegated authority)

Title: Finance Director

Date: 9/30/19