[Instructions for completing this form are in red text and brackets. Fill in each blank and delete all instructions before sending to Agency Grants Management for review.]

This Grant Contract Agreement is between Minnesota Housing Finance Agency ("MHFA") and [Full name of grantee and grantee address] ("Grantee").

Recitals

1. Under Minnesota Statute(s), [Add the statutory reference(s) for the specific program], MHFA is empowered to enter into this Grant Contract Agreement.

2. MHFA is in need of [Add brief narrative of the purpose of the grant].

3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 **Effective Date.** [Spell out full date (e.g., July 1, 2023)], or the date MHFA obtains all required signatures, whichever is later.

Per Minnesota Statute 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statute 16B.98, Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 **Grant Period.** The Grant Contract Agreement Period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through [Spell out full date (e.g., June 30, 2025)] (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 **Expiration Date.** [Spell out full date (e.g., June 30, 2025)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

[Grantee duties may be detailed either in clause 2 of this Grant Contract Agreement or in an associated Exhibit. If duties are detailed within the body of this Grant Contract Agreement, remove any reference to an associated Exhibit throughout this document.]

2.1 The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes 16B.97, Subd. 4 (a).

2.2 The Grantee agrees to comply with all Program expectations and requirements outlined in the [Program Guide/Procedural Manual], located on the MHFA's website [include hyperlink]. The [Program Guide/Procedural Manual] is incorporated into this Grant Contract Agreement and may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee's Authorized Representative (defined herein) by email. Unless otherwise indicated in the [Program Guide/Procedural Manual], any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice. [This sub-clause must be included only if there is a governing Program Guide or Procedural Manual.]

2.3 The Grantee will [Provide a comprehensive description of the core duties, functions, activities, tasks, or products associated with the grant award. Include the responsibilities and expectations of the Grantee. If the description of Grantee duties is longer than one page, consider using an Exhibit].

[OR]

The Grantee will perform the duties and services outlined in Exhibit [Exhibit Letter and Title], which is attached and incorporated into this Grant Contract Agreement. [Use as many Exhibits as needed to clearly outline Grantee duties. Some common Exhibit types include: Application, Work/Project Plan or Program Summary, Budget, Memorandum of Understanding.]

2.4 For awards greater than $25,000, a final grantee performance evaluation will be posted publicly at https://osp.admin.mn.gov/granteval/grant-eval-public, per Minnesota Statutes 16B.98, Subdivision 12, and OGM Policy 08-13.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by MHFA's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause 2 "Specifications, Duties, and Scope of Work" within the Grant Period. MHFA is not obligated to extend the Grant Period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by MHFA as follows:

4.1 **Compensation.** The total obligation of MHFA under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed [$ Total Compensation and Travel Reimbursement], which shall be paid in accordance with the terms outlined [in Section 4.4 of this Grant Contract Agreement] **[OR]** [in the associated Exhibit [Exhibit Letter and Title], which is attached and incorporated into this Grant Contract Agreement.]

4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable. [Insert specific limits as applicable.]

4.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed [$ Insert total travel budget here. If none, insert $0.00]. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 **Invoices.** Payments shall be made by MHFA after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by MHFA's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by MHFA, and according to the following schedule: [Outline the invoice/payment schedule here or refer to an associated Exhibit].

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the MHFA's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

4.5 **Federal Funds.** [Remove the following text under A and B if this is not a federal subaward and insert: "4.5. Intentionally Deleted."]

A. Payments will be subawarded to the Grantee from [Name of federal agency] through the [Program name], Assistance Listing Number [XX.XXX] and Federal Award Identification Number [XXX].

B. If applicable, the prime award is attached to this Grant Contract Agreement as Exhibit C: Other Provisions. The Grantee is responsible for its compliance with all applicable federal requirements detailed within Exhibit C: Other Provisions. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

4.6 **Unexpended Funds.** The Grantee must promptly return to MHFA any unexpended funds that have not been accounted for in a financial report to MHFA.

4.7 **Interest Earnings** [Insert this clause only if using advance payments. If removed, insert: "4.7. Intentionally Deleted."] Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities in the Grantee's [Specifications, Duties, and Scope of Work] **[OR]** [Project/Work Plan] **[OR]** [associated Exhibit].

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

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

6.2 Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

6.3 Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

6.4 The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

A. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List

B. Metropolitan Council Underutilized Business Program

C. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

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

6.6 The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

6.7 Notwithstanding 6.1-6.4 above, MHFA may waive bidding process requirements when:

A. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or

B. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

6.8 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes 177.41 through 177.50, as applicable.

6.9 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by MHFA, the State of Minnesota or the federal government.

7 Authorized Representatives

7.1 MHFA's Authorized Representative is [Name, title, email address, address, telephone number of the Assistant Commissioner/individual with delegated signing authority], or his/her/their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. **[OPTIONAL:** The Authorized Representative may delegate certain responsibilities to the Program Manager, [Name, title, email address], or his/her/their successor.**]**

7.2 The Grantee's Authorized Representative is [Name, title, email address, address, telephone number], or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of MHFA and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 **Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

8.3 **Waiver.** If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to MHFA of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statute 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by MHFA' Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statute 16A.1245.

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by MHFA, the State of Minnesota or the federal government.

10 Liability

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

11 State Audits

Under Minnesota Statute 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, MHFA, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 **Government Data Practices.** The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statute 13.08 apply to the release of the data referred to in this clause by either the Grantee or MHFA.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 **Intellectual Property Rights.**

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

B. Notification and Representation

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.

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

13 Workers Compensation

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

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 **Termination by the State.**

A. **Without Cause.**
MHFA may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. **With Cause.**
MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 **Termination by the Commissioner of Administration.**
The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 **Termination for Insufficient Funding.**
MHFA may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, MHFA may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. MHFA will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

MHFA will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA receiving notice.

16 Publicity and Endorsement

16.1 **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify MHFA as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the grantee's website, when practicable.

16.2 **Endorsement.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify MHFA as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the grantee's website, when practicable.

17 Data Disclosure

Under Minnesota Statute 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Fraud Disclosure.

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

- MHFA's Risk and Internal Controls Director at 651.296.7608 or 800.657.3769 or by email at MHFA.ReportWrongdoing@state.mn.us;
- Any member of MHFA's Servant Leadership Team as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- Report Wrongdoing or Concerns (mnhousing.gov) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

19 Conflicts.

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

[Program Guide/Procedural Manual]
[Exhibit A]
[Exhibit B]
[Exhibit C]

Grantee

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Minnesota Housing Finance Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: [Work or Project Plan/Specifications, Duties, and Scope of Work] [Remove this Exhibit if not required]

Provide a comprehensive description of the core duties, functions, activities, tasks, or products associated with the grant award. Include the responsibilities and expectations of Grantees, deliverables, milestones, performance measures, and any conditions specific to the Grantee.

Deliverables should include a list of all services, goods, products, data, materials, and property to be created, developed, produced, delivered, performed, or provided by the Grantee in connection with the Grant Contract Agreement. List specific and targeted results expected from the grant activities. Describe the intended beneficiaries of the grant activities and anticipated outcomes.

Milestones should describe key activities that must occur throughout the grant period to achieve the goals and outcomes of the grant. Include timelines, date ranges, specific dates, or other measurements as appropriate.

Performance Measures should outline performance-related reporting requirements and describe the performance measures to be evaluated throughout the grant term, including:

- Data points the Grantee must provide;
- Methods and timeframes for submitting performance reports;
- Outcome measures that demonstrate program impact; and
- Output measures that reflect the Grantee's activities.

Include any specific conditions identified in the pre-award risk assessment.

Exhibit B: [Invoicing and Payment Schedule] [Remove this Exhibit if not required]

Include sufficient, relevant detail about invoicing and payments, including but not limited to:

- How often invoices must be submitted.
- How and to whom invoices must be submitted.
- What additional supporting documentation must be submitted concurrently.
- Any other payment specifications.

Exhibit C: [Other Provisions] [Remove this Exhibit if not required]

Exhibits may be used for special funding requirements or other contract terms not already included in this Contract. **This includes any additional conditions needed to mitigate any risks identified in the pre-award risk assessment.**

If this is a federal subaward, attach either the prime award or the applicable federal flow-down terms.