

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	October 21, 2025	Staff Lead:	Kris Johnson
Consent Agenda:	☒ Yes ☐ No	Attachments:	☒ Yes ☐ No
Action Requested:	Approve receipt of Community Living Infrastructure Grant		

BACKGROUND: The Community Living Infrastructure Grant (CLI grant) program supports counties and tribes to integrate housing into their human services design structure by providing funding for 1) outreach, 2) housing resource specialists; and 3) administration of the housing support program. GCHHS was a recipient of this grant in 2022, which provided funds for a full time Housing Resource Specialist.

For this grant cycle of FY 2025/26 to FY 26/27, GCHHS applied for over \$600,000 but received \$100,000. These funds are being utilized to reassign the current Adult Protection Services Lead Worker to coordinate GCHHS housing efforts with the goal of expanding the utilization of Housing Support funds and ideally increasing the number of programs that are willing to accept Housing Support as a pay source.

No new staff were added as a part of this grant, but one position that was part of the HHS redesign had some duties added and reassigned to focus on housing.

RECOMMENDATION: GCHHS Department recommends accepting the grant funds.



Minnesota Department of Human Services

County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Homelessness, Housing and Support Services Division ("STATE") and **Goodhue County**, an independent grantee, not an employee of the State of Minnesota, located at **426 West Avenue, Red Wing, MN 55066-2473** ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: provide support for people with disabilities and housing instability who want to live in the community. The legislation identifies the funding is for grants that may be used for: (1) outreach to locate and engage people who are homeless or residing in segregated settings to screen for basic needs and assist with referral to community living resources; (2) building capacity to provide technical assistance and consultation on housing and related support service resources for persons with both disabilities and low income; or (3) streamlining the administration and monitoring activities related to housing support funds.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **June 30, 2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration or termination of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.

Services provided by COUNTY shall include one or more of the following services, as outlined under Minnesota Statutes, 256I.09:

- a. outreach to locate and engage people who are homeless or residing in segregated settings to screen for basic needs and assist with referral to community living resources;
- b. building capacity to provide technical assistance and consultation on housing and related support service resources for persons with both disabilities and low income; or
- c. streamlining the administration and monitoring activities related to housing support funds.

2.2. Grant Progress Reports.

Unless otherwise notified by the STATE, COUNTY shall submit semi-annual reports to STATE due February 15th of each year, covering the prior six months (July 1-December 31). Annual reports are due August 15th of each year, covering the prior twelve months (July 1-June 30).

- a. If COUNTY is providing unsheltered street outreach services, COUNTY must participate in Minnesota's Homeless Management Information System (HMIS), including entering program-related data (unless a waiver is granted by the STATE).
- b. If COUNTY is providing navigation, capacity building, housing support implementation, or related services, COUNTY must maintain program-specific reports (data) as requested by STATE in the format prescribed by STATE.

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

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).² COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred thousand dollars (\$100,000.00)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **monthly submission Expenditure Reports**

² <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

to Enterprise Grant Management System (EGMS). If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

b. Federal funds. Not applicable.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules, and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1(a), COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT 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 covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Simonett** or successor. Phone and email: **651-431-6327; andrea.simonett@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Nina Arneson** or successor. Phone and email: **651-385-3200; nina.arneson@goodhuecountymn.gov**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Nina Arneson** or successor. Phone and email: **651-385-3200; nina.arneson@goodhuecountymn.gov**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY 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 COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing

under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the

Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$10,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six

years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).³ COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns

³ <https://mn.gov/admin/osp/government/suspended-debarred/>

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

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

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).⁴ A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18.4. Conflicts of interest. COUNTY 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.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY. COUNTY must monitor subcontractors, including for-profit subcontractors through a post-award review.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any

⁴ <https://mn.gov/admin/osp/government/suspended-debarred/>

person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Other Compliance. The COUNTY must comply with the following:

- a. Americans with Disabilities Act of 1990 (42 U.S.C. § 1201) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended;
- b. The minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
- c. All written material developed by COUNTY and distributed to STATE clients under this CONTRACT must be written in a manner that will allow STATE to comply with the provisions of Minnesota Statutes with regard to plain language in written materials, including Minnesota Statutes, section 256.016 and Executive Order 14-07;
- d. The provisions of Chapter 15, Title 5 of the United States Code with regard to political activity;
- e. The Drug-Free Workplace Act of 1988 and will provide a drug-free workplace. This includes taking specific actions as described in 7 C.F.R. §§ 3021.200 through 3021.230;
- f. Establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties;
- g. The registration and reporting requirements of Minnesota's Charities Laws, primarily Minnesota Statutes, Chapter 309, the Minnesota Charitable Solicitation Act (where applicable);
- h. The fair housing regulations, and must administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
- i. Establish a process for and comply with a client's rights of appeal;
- j. Assure that termination of assistance to any individual or family for violation of program requirements:
 - i. Is in accordance with a formal written process,

- ii. recognizes the rights of persons affected, and
 - iii. Is in compliance with clause 21.2.h. above;
- k. Minnesota Statutes Section [256K.49](#);
- l. The HUD regulations 24 C.F.R., part 100, Subpart A to administer its programs and activities relating to housing in a manner to affirmatively further fair housing; and
- m. The Sarbanes-Oxley Act which provides protection for whistle-blowers and addresses destruction of litigation-related document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____
DocuSigned by:
Angela Lofgren
53AD6200B0B8428...

Date: 7/28/2025

Contract No: 274069

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____
DocuSigned by:
[Signature]
BDDCC885466E478...

Title: HHS Director

Date: 8/20/2025

3. STATE AGENCY

By (with delegated authority): _____
Signed by:
Andrea Simonett
C44DE5AEDED242C...

Title: Director

Date: 8/21/2025

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

Grantee

State Authorized Representative



Attachment A Work Plan

SFY2026 - SFY2027 Community Living Infrastructure (CLI) Homelessness, Housing, and Support Services Administration (HHSSA) Grant Programs Team (GPT)

1. Grantee Information		
Grantee Legal Name: Goodhue County Health and Human Services	Telephone: 651-385-3200	
Address: 426 West Avenue	City: Red Wing	Zip +4: 55066
Grantee website: Goodhuecountymn.gov		
Tribal Chair or County Director: Nina Arneson	Pronouns: She/her	
Telephone: 651-385-3200	Email: Nina.arneson@goodhuecountymn.gov	
Fiscal Director Name: Kayla Matter	Pronouns: She/her	
Telephone: 651-385-6117	Email: Kayla.matter@goodhuecountymn.gov	
Grant Program Contact Name #1: Kris Johnson	Pronouns: She/her	
Telephone: 651-385-2022	Email: Kristin.johnson@goodhuecountymn.gov	
Grant Program Contact Name #2: Katie Elias	Pronouns: She/her	
Telephone: 651-385-2036	Email: Katie.elias@goodhuecountymn.gov	
Data and Reporting Contact Name: Jennifer Bennett	Pronouns: She/her	
Telephone: 651-385-6191	Email: Jennifer.bennett@goodhuecountymn.gov	



2. Grant Summary and Program Summary Table(s)

For **each program** receiving CLI funds under this contract, complete a separate **Program Summary Table** based on the grant amount. **Three blank Program Summary tables have been provided below based on eligible CLI activity categories.**

CLI Grant Summary	
Total SFY26-27 (2-year) CLI Grant Amount	\$100,000
Outreach and Navigation (Program Summary Table #1) – SFY26-27 Program CLI Grant Amount #1 <i>How much of the total SFY26-27 CLI grant will be allocated to the program?</i>	\$0
Capacity Building (Program Summary Table #2) – SFY26-27 Program CLI Grant Amount #2 <i>How much of the total SFY26-27 CLI grant will be allocated to the program?</i>	\$100,000
Housing Support Implementation (Program Summary Table #3) – SFY26-27 Program CLI Grant Amount #3 <i>How much of the total SFY26-27 CLI grant will be allocated to the program?</i>	\$0

Capacity Building (Program Summary Table #2)	
Program Name	GCHHS Housing Resource Specialist
SFY26-27 CLI Program Grant Amount #2 <i>How much of the total SFY26-27 CLI grant will be allocated to program?</i>	\$100,000
<u>SUMMARY OF SIGNIFICANT CHANGES:</u> Summarize any changes to the original request submitted for this program, including, but not limited to, the following: • Program Summary/Narrative • Changes to goals (#s served, contacts) • Number of staff positions funded • Hours of operations or services offered • Eligibility policies NOTE: Form 4b (Capacity Building from	These positions will be funded by the grant: .1 FTE supervisor \$28,743 .3 FTE lead social worker \$81,813 These positions will not be funded by the grant: Social Work consultant \$76,800 .1 FTE Case Aide; \$23,360 Goodhue County has very low utilization of Housing Support because there are few vendors providing eligible housing units. According to the Goodhue County 2020 Housing Study, the overwhelming community/system barrier for homeless households or at-risk of becoming homeless is the lack of housing that is affordable, particularly to households with very low incomes.



<i>your original application will be attached to this workplan as part of the signed contract.</i> <i>Any changes to the originally proposed programming describe that form should also be included here.</i>	Current GCHHS staff have neither the capacity nor the detailed knowledge to recruit additional Housing Support vendors. Therefore, our program would re-assign current GCHHS staff to have new duties directly related to housing: • Lead Social Worker will learn the Housing Support program by attending training and collaborating with regional Housing Resource Specialists. This Social Worker will be responsible for creating, monitoring, and administering the GCHHS Housing Support program. The Lead Social Worker will train internal GCHHS staff and community partners about Housing Support. The Lead Social Worker will also serve as an internal expert on housing services, and will provide education, data collection and monitoring for all housing programs. • Social Work Consultant originally proposed to support this work will not be utilized. The GCHHS Housing Team will be supervised by the Adult Intake, Assessment, and Outreach Supervisor. Onboarding will include the regular GCHHS onboarding process that requires SSIS training through DHS, intake training and shadowing through GCHHS, and regular mentoring and support with agency social workers. The Housing Team will attend any training provided by DHS on Housing Support or any other housing programs. The Lead Social Worker will create and expand the GCHHS housing resource packet that is utilized by agency case managers and provide training for staff on housing programs. All workers will collaborate with regional partners who provide housing services, and they will engage in ongoing shadowing and on the job training with regional partners.
<u>SPECIAL CONDITIONS:</u> Are there special condition(s) listed in the Grant Notice?	☒ No ☐ Yes If yes, copy and paste special condition(s) listed in Grant Notice:
<u>PROGRAM LOCATION/ADDRESS:</u> Will the address/location(s) of program services differ from the address listed in Section 1: Grantee Information?	☒ No ☐ Yes If yes, provide the Program Site Location(s) address(es) below:
<u>Planned Performance Outcomes:</u> <i>Check the Performance Outcomes which this grant will support (check all that apply):</i> Capacity Building	



- ☒ Housing Resource Specialist(s)
- ☐ Housing Help Desk/Triage Resource Line
- ☒ Trainings and resource building (unit trainings, community coordination, community education, etc.)
- ☐ Incorporate People with Lived Experience in areas of decision making
- ☐ Other:

3. Publicity Notification

Publicity: Will the grant be used to pay for marketing and publicity materials?

- ☒ No ☐ Yes

If yes, indicate which marketing and publicity materials will be paid for by the grant:

- | | |
|---|--|
| ☐ Notices | ☐ Informational pamphlets |
| ☐ Press releases | ☐ Research |
| ☐ Reports | ☐ Signs |
| ☐ Similar public notices | ☐ Other: |

Note: If Community Living Infrastructure (CLI) grant funds will be used to pay for marketing and publicity materials, the grantee must publicize and identify the state (DHS) as the sponsoring agency for programs, publications, or services provided resulting from this grant contract. This requirement includes, but is not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices.

Form 4b: Capacity Building

Capacity Building	
Program Name:	Goodhue County HHS Housing Support Program
Continuum of Care Region(s): <i>Resource: Map of CoC Regions</i>	☐ Central ☒ Southeast (aka River Valleys) ☐ Hennepin County ☐ Southwest ☐ Northeast ☐ St. Louis ☐ Northwest ☐ Suburban Metro ☐ Ramsey County ☐ West Central
Community (Communities) Served:	Goodhue County
Purpose of Funding Request: <i>(Check all that apply)</i>	☐ Sustain Program ☒ Enhance Staff Compensation/Support <i>(e.g., increased training, increased wages/benefits for existing staff, increasing self-care opportunities, etc...)</i> ☒ New program
Services Proposed <i>(May indicate more than one. Review section 2.2, "Eligible Applicants and Activities" of the RFP for full definitions of eligible services.)</i>	☒ Housing Resource Specialist(s) ☐ Housing Help Desk/Triage Resource Line ☒ Trainings and resource building <i>(unit trainings, community coordination, community education, etc.)</i> ☒ Incorporate People with Lived Experience in areas of decision making Other:

1. Program Summary/Narrative. Briefly summarize the technical assistance and consultation on housing and related support services that will be provided. If applicable, include how you will incorporate people with lived experience into the capacity building efforts.

Goodhue County has very low utilization of Housing Support because there are few vendors providing eligible housing units. According to the Goodhue County 2020 Housing Study, the overwhelming community/system barrier for homeless households or at-risk of becoming homeless is the lack of housing that is affordable, particularly to households with very low incomes. Current GCHHS staff have neither the capacity nor the detailed knowledge to recruit additional Housing Support vendors.

Therefore, our program would re-assign current GCHHS staff to have new duties directly related to housing:

- Lead Social Worker will learn the Housing Support program by attending training and collaborating with regional Housing Resource Specialists. This Social Worker will be responsible for creating, monitoring, and administering the GCHHS Housing Support program. The Lead Social Worker will train internal GCHHS staff and community partners about Housing Support. The Lead Social Worker will also serve as an internal expert on housing services, and will provide education, data collection and monitoring for all housing programs.
- Social Work Consultant will educate and collaborate with community partners, including property owners and potential housing developers, with the goal of increasing the number of units available in Goodhue County that will take Housing Support.

2. Purpose of Funding Request. Based on “Purpose of Funding Question” in the table above, include how you will use funds to sustain program, enhance staff compensation/support, or if this a new program in your community.

Our plan is to both enhance staff compensation and build new capacity to provide outreach and training to internal and external stakeholders on the Housing Support program. The Lead Social Worker will be reassigned from other duties in Adult Services, so the CLI Grant funds will be used to offset the worker’s salary. The Social Work Consultant will provide a new service of outreach into the community about Housing Support. CLI Grant funds will be used to pay consultant fees.

3. Describe the resources provided to participants in your program for each area below. Include whether the services would be provided directly by the program or by referral to an external resource.

- i. Accessing housing resources.

The Lead Social Worker will collaborate with other GCHHS or outside agency staff to help clients access housing resources. The Social Work Consultant will

collaborate with agencies that could potentially provide housing options that accept Housing Support funds.

- ii. Accessing Mainstream Benefits (including but not limited to Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), General Assistance/Emergency Assistance, Energy Assistance, Coordinated Entry Assessments or updates, Housing Stabilization Services, Moving Home Minnesota, etc.)

The Lead Social Worker will collaborate with other GCHHS or outside agency staff to help clients access mainstream benefits.

- iii. Accessing physical, chemical, and mental health services.

The Lead Social Worker will collaborate with other GCHHS or outside agency staff to help clients access physical, chemical, and/or mental health services.

- 4. If applicable, for respondents working with a sub-grantee or for a Collaborative application, detail the specific entities identified to partner as formal sub-grantee(s) and/or collaborative partners for the proposed services. Please describe specific roles, funding distribution, and how sub-grantee(s)/collaborative partners will be monitored for grant and programmatic compliance.

n/a

Attachment B-1: Budget



Homelessness, Housing, and Support Services Administration
Grants Programs Team Budget SFY 2026 - 2027

Grantee Name: Goodhue County

Grant Program: Community Living Infrastructure (CLI)

Attachment B Budget

Community Living Infrastructure (CLI) Budget SFY 2026 - 2027				DHS HHSSA Use Only
LINE ITEMS	Year 1 Budget (SFY26)	Year 2 Budget (SFY27)	TOTAL Years 1 & 2	Percent of SFY26-27 Budget
	7/1/2025* - 6/30/2026	7/1/2026 - 6/30/2027	Date of Contract Execution - 6/30/2027	
1. Administration (limited to 15% of grant)	\$6,500.00	\$6,500.00	\$13,000.00	13.0%
2. Operations	\$0.00	\$0.00	\$0.00	0.0%
3. Support Services	\$43,500.00	\$43,500.00	\$87,000.00	87.0%
4. BUDGET TOTAL	\$50,000.00	\$50,000.00	\$100,000.00	
*If approved, grant funds may be used for expenses dating back to 7/1/2025. Otherwise, Year 1 begins on the contract execution date.				
YEAR 1 (SFY26)				
Budget Category	Budget Amount	BUDGET NARRATIVE for Year 1 (detailed description of costs) <i>Please list one expense per line and insert additional lines if needed</i>		
1. Administration (limited to 15% of grant)	\$6,500.00	Administrative, fiscal, rent, utilities, IT services, supplies		
Year 1 Admin	\$6,500.00			
2. Operations				
Year 1 Operations	\$0.00			
3. Support Services	\$9,000.00	.1 FTE Supervisor of Outreach/Navigation Staff salary/fringe (actual cost 14,026.00)		
	\$34,500.00	.3 FTE Outreach/Navigation Staff salary/fringe (actual cost (39,523.20)		
Year 1 Support Services	\$43,500.00			
	\$50,000.00	BUDGET TOTAL for Year 1 (SFY26)		

* Make sure the budget total for each year matches the amount shown on the front page of your contract

Attachment B-1: Budget

YEAR 2 (SFY27)		
Budget Category	Budget Amount	BUDGET NARRATIVE for Year 2 (detailed description of costs) <i>Please list one expense per line and insert additional lines if needed</i>
1. Administration <i>(limit to 15% of grant)</i>	\$6,500.00	Administrative, fiscal, rent, utilities, IT services, supplies
Year 2 Admin	\$6,500.00	
2. Operations		
Year 2 Operations	\$0.00	
3. Support Services	\$9,000.00	.1 FTE Supervisor of Outreach/Navigation Staff salary/fringe (actual cost 15,007.82)
	\$34,500.00	.3 FTE Outreach/Navigation Staff salary/fringe (actual cost 42,289.82)
Year 2 Support Services	\$43,500.00	
	\$50,000.00	BUDGET TOTAL for Year 2 (SFY27)

Homelessness, Housing, and Support Services Administration

SFY2026-2027 CLI County Contracting Information

This form is designed to help DHS staff support the contracting process in accordance with each County's processes.

Legal Review	
If requested, DHS staff will send a copy of the contract documents in Microsoft Word or Adobe PDF for review and markup prior to routing them for signature.	
Is legal review required before routing the contract to the contract signatory for signature? ☐ Yes ☒ No (Skip to "Contract Signatory" section)	
Do legal staff need their own signature block to sign the contract (e.g., 'approved as to form')? ☐ Yes ☐ No	
Who should route the contract to legal staff for review? ☐ DHS ☐ Tribal Nation program staff (Skip to "Contract Signatory" section)	
Attorney Name:	
Telephone:	Email:

Contract Signatory	
Please list the signatories in the order in which they should appear in the signature blocks. If you indicated above that legal staff need their own signature block, they do not need to be listed again below.	
#1 Contract Signatory Name: Nina Arneson	Contract Signatory Position: GCHHS Director
Telephone: 51-385-3200	Email: nina.arneson@goodhuecountymn.gov
Will more than one person sign the contract? ☐ No. ☒ Yes. (Please provide the additional contract signers below, adding rows if needed.)	
#2 Contract Signatory Name: Stephen O'Keefe	Contract Signatory Position: Goodhue County Attorney
Telephone: 651-267-4950	Email: Steve.okeefe@goodhuecountymn.gov
#3 Contract Signatory Name:	Contract Signatory Position:
Telephone:	Email:
#4 Contract Signatory Name:	Contract Signatory Position:
Telephone:	Email:

Contract Execution Process

Please indicate your preferred method for executing the contract:

☒ DocuSign ☐ Wet signature (Tribal Nation will scan and return signed form by email)

Please list any additional staff (names and email addresses) who should be copied when the contract is ready for signature:

Additional Information

(OPTIONAL) Please provide any additional information that DHS should know to make this a smoother process: