



Program Type North Dakota Homeless Grant		Project Name Gladys Ray - 2026 NDHG	
Instrument Type ☒ Grant ☐ Loan ☐ Cooperative Agreement		Instrument Number NDHG-26-0015	
Recipient Name Fargo Cass Public Health - Gladys Ray Shelter			
Address 1519 1st Ave S		City Fargo	State ND
ZIP Code 58103			
Grantor/Lender North Dakota Housing Finance Agency, PO Box 1535, Bismarck, ND 58502-1535			
Recipient Federal Identification Number NA	Budget/Project Period 07/01/2026-06/30/2027	Date 06/17/2026	
Recipient Type ☐ State Government ☐ Local Government ☐ Indian Tribal Government ☐ Individual ☐ For Profit Organization ☒ Other Non-Profit Organization ☐ Other (specify) _____			
Funding Source ☐ Federal ☒ State ☐ Other 360,000.00			
Eligible Use of Funds Emergency Shelter Operations, Essential Services			
Type of Award ☒ New ☐ Renewal ☐ Amendment No.	Federal Grant Number (if applicable) NA	CFDA Number (if applicable) NA	
Administering Agency North Dakota Housing Finance Agency	Project Administrator Bridget Mattern	Telephone Number (701) 328-8080	
Procurement Method (if applicable)			
☐ Formal Bid ☐ Noncompetitive Negotiation/Application ☐ Competitive Negotiation/Application ☐ Small Purchase			

NDHFA Funds Awarded this Action	360,000.00
NDHFA Carryover Funds Authorized	
NDHFA Previous Award(s) this Project Period	
NDHFA Previous De-authorizations this Project Period	
Current NDHFA Funds Authorized	360,000.00
Recipient Share of Budget	
Total Approved Budget	360,000.00
Remarks Approved Budget: Emergency Shelter Operations & Essential Services \$360,000.00	

This award agreement is entered into by the RECIPIENT and GRANTOR specified above. The RECIPIENT agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this signatory sheet, the attached terms and conditions letter, and previously provided application.

EVIDENCE OF RECIPIENT ACCEPTANCE

Print Name <i>Dr. Timothy J. Mahoney</i>	Signature <i>T. Mahoney</i>	Date <i>6/18/26</i>
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EVIDENCE OF GRANTOR ACCEPTANCE

Print Name Jennifer Henderson	Signature <i>Jennifer Henderson</i>	Date 06/30/2026
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EVIDENCE OF RECIPIENT ACCEPTANCE (CONTINUED)

<i>Jenn Faul</i>	<u>6/25/2026</u>
Jenn Faul, Director of Public Health	Date

FINANCIAL AWARD TERMS AND CONDITIONS
PLANNING AND HOUSING DEVELOPMENT DIVISION
ATTACHMENT TO SFN 60139(06/26)

Terms and Conditions

Section 1. General Assistance Terms and Conditions

A. State Appropriation Authority

Fund authorized under this Financial Award are subject to state appropriation authority.

B. Scope of Work

All work and activities authorized under this Financial Award will be performed in accordance with the terms and conditions outlined in the Emergency Solutions Grant and North Dakota Homeless Grant Administrative Manual and the approved activities.

C. Reimbursement

Payment of NDHG funds will be completed as a reimbursement. To ensure NDHG funds are being utilized and subrecipients are meeting the required expenditure deadline, subrecipients must request reimbursement at least once each **MONTH** unless provided an exception by NDHFA for other timing. Requests must be submitted for \$1,000 or more, in a format approved by NDHFA, and must include a detailed breakdown of expenses incurred and NDHG funds requested. Recipients who have less than \$1,000 remaining in their award may request less. Copies of all expenses and documentation of payment must be submitted for verification purposes. Lack of documentation or explanation may result in a delay in payment. **Final reimbursement requests must be received by July 10, 2027.**

D. Reallocation

Subrecipients who do not expend at least forty (40) percent of the financial award by December 31, 2026 may have a portion of their unexpended award rescinded. The amount of funds rescinded will be calculated based on the 6-month average expenditure performance. Subrecipients with unexpended funds after the final reimbursement deadline will be reallocated to applications who received funding in the next application round.

E. Limitations on Expenditures

The total cost of performing tasks under the Financial Award must not exceed the total funds authorized and will be limited to and in accordance with those identified in the budget.

F. Timely Obligation of Funds

The Recipient must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to NDHFA not less than once during each month of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.

G. Amendments and Modifications

When necessary, the recipient may request changes in the scope of services to be provided in this financial award to include any changes in the budget. The request must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this financial award.

H. Reporting

The Recipient must submit a final progress report to NDHFA. The program end date is the date of final reimbursement of financial award or June 30, 2027, whichever is sooner. A final progress report is due 30 days after the program end date. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The report must detail NDHG expenditures, and the number of persons served in each component. .

I. Record Retention and Access

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Recipient relevant to this Financial Award are subject to examination by the NDHFA Staff, North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. NDHFA and duly authorized officials of the State shall have full access and the right to examine any pertinent documents, papers, records, and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Financial Award. The Recipient shall retain all documents, papers, records, and books that are pertinent to this Financial Award for a period of five (5) years following the submission of the final progress report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.

J. Subcontracting

The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the NDHFA.

K. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Financial Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.

L. Termination

The Recipient and NDHFA may terminate this Financial Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Section 2. of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. NDHFA shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

M. Default

If the Recipient fails to comply with the terms of this Financial Award or fails to use the Financial Award for only those purposes set forth herein, NDFHA may, unless otherwise noted in Section 2;

- a. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.
- b. Terminate the Award in whole, or in part, at any time before the final award payment is made. NDHFA shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.

N. Non-Discrimination

The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin, or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.

Section 504 Rehabilitation Act of 1973 and ADA generally requires any individual with a disability, who is otherwise qualified, shall not be excluded from participation in, or denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving by reason of that disability.

The 1975 Age Discrimination Act, as amended provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving funds.

O. Accessibility

The Recipient's program both staff and facility are required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.

P. Code of Conduct

Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an organization which employs, or is about to employ any of the below, or has a financial or other interest in the firm selected for award.

- a. The employee, officer or agent.
- b. Any member of his immediate family.
- c. His or her partner.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

Q. Internal Controls

The recipient must establish and maintain effective internal controls that provide reasonable assurance that the Recipient is complying with the program policies outlined in the ESG/NDHG Administrative Manual. The Recipient must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings. The recipient must take reasonable measures to safeguard protected personally identifiable information and other information that is designated as sensitive consistent with Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

Section 2. Programmatic Terms and Conditions- NDHG

A. Compliance with CoC, ESG, and NDHG Written Standards and Procedures

The Recipient is required to adhere to the currently approved CoC, ESG and NDHG Written Standards.

B. Program Operation Program Manual

The recipient is required to establish operational policies which include policies and procedures that are specific to NDHG program operations for each approved component the Recipient was approved for in the financial award budget. Policies must include policy and procedures for evaluating eligibility, coordination among providers including providers of homeless programs, mainstream resources, and housing. Other applicable policies include Housing First, Low-Barrier, Fair Housing, Anti-Discrimination, Termination of Assistance, and Confidentiality.

C. Participation in HMIS or Comparable Database

Recipients of NDHG must ensure that data on all persons served, and activities assisted under NDHG are entered into HMIS. If the Recipient is a victim service provider, the CoC approved comparable database must be used to collect client level data.

D. Coordinated Entry

Recipients must use CARES, the coordinated entry process established by the ND CoC, to evaluate individuals and families applying for NDHG services.

E. Eligible Activities and Components

The Recipient will adhere to the policies and procedures outlined in the NDHG Administrative Manual. Reimbursement for eligible activities and components is limited to the funding amount and components listed in the financial award budget.

F. Participant Eligibility

The recipient will conduct an initial evaluation of participant's eligibility for assistance and the amount and types of assistance the participant is eligible to receive. Recipients will maintain participant files that certify the participant meets the definition of homeless or at-risk of homeless and the amount and type of assistance provided.

G. Termination of Assistance

The Recipient must have established policies and procedures for termination of assistance. This includes a formal process establishing a clear process to provide written notice to the program participant the reasons for termination, allowing the participant the opportunity to appeal the decision, and provide prompt notification of the final decision of termination.

H. Verification of Ownership (Rehabilitation Funds Only)

The Recipient must submit to NDHFA, within 60 days, verification of ownership of the property by the Recipient or a lease agreement giving the Recipient control of the property at least until the end of the project. (For rehab projects only).

I. Hotel/Motel/Commercial Leasing

Recipients providing emergency shelter or vouchers for hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the Recipient has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.

J. Faith Based Organization

The Recipient must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.

K. Youth Eligibility

Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.

Section 3. Certifications

A. Authority of Representative Signor

The authorized representative of the approved recipient who signs the certifications, assurances and executes the financial award affirms that the authorized representative has adequate authority under state and local law, and internal policies of the Recipient to execute the financial award and agreements and authority to provide for certifications and assurances and agreements on behalf of the Recipient.

B. Standard Assurances

The recipient assures that it will comply with all applicable local, state, and federal statutes, regulations executive orders, circulars, and other federal and state administrative requirements in carrying out the grant.

C. Debarment and Suspension

The recipient warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated Federally or by the State pending and agrees that it will immediately notify NDHFA of any such actions. If such actions arise during the term of the financial award, the Recipient agrees that NDHFA may delay, withhold, or deny continued payment of grant reimbursement requests until such actions are resolved.

The Recipient certifies that it or its principals have not been convicted of nor had a civil judgement rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The Recipient certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency, or political subdivision of the State of North Dakota. The term "principal" for the purpose of this certification means an officer, director, owner, partner, key employee or other person with primary management or supervisor responsibility, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it will not employ, contract, or engage in services with any contractors or subcontractors that are currently debarred, suspended, or ineligible to do business with or in the State of North Dakota, including active registration with the ND Secretary of State.

D. Drug Free Workplace

The Recipient's internal policies include a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions in policy that may be taken against employees for violation of that prohibition.