



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Vice Chair)
District 3
Robert Burns
District 4
Teresa Walter (Chair)
District 5
Fred Arnold

HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

9:30, August 27, 2019, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES (13 Aug Board Meeting, 20 Aug Workgroup Session)

PUBLIC COMMENT

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements
- 2) Acknowledge receipt of SELCO 2020 Financial Support Request
- 3) Approve Guardianship Contract with Frederick Guardianship Services, LLC.
- 4) Approve purchase of 10 poll pads for election support.

ACTION ITEMS

- 1) Consider approving the 319 Feedlot Grant Sub Recipient Agreement with Goodhue County. (Meiners)
- 2) Consider approval Memorandum of Understanding for Evidence Based Family Home Visitation Program. (Pugleasa)
- 3) Conduct/Approve annual performance evaluation for Administrator Babinski.

CLOSED SESSION (Persuant to MS Statue 13D.05, subd. 3)

- 1) Annual Performance Evaluation for Administrator Babinski

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. Houston County Township Officer's Association Annual Dinner Meeting
 - b. AMC Fall Policy Conference
 - c. Land Lease Agreement with Dennis and Annette Holte
 - d. Solid Waste Hazardous Waste Collection Day results

2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

- 27 August: Regular Board Meeting
(Finance Standing Committee)
- 27 August: Fillmore-Houston Joint Board of Health Meeting
- 3 September: Board Workgroup Session
- 10 September: Regular Board Meeting
(Land Use/Public Health and Human Services Standing Committees)
- 11 September: Houston County Township Officers Association Dinner Meeting
- 17 September: Board Workgroup Session
- 20 September: Ribbon Cutting Ceremony for 3rd District Veteran's Court
10:30 – Owatonna
1:30 - Preston
- 24 September: Regular Board Meeting
(Finance Standing Committee)



To: Minnesota County Auditors/Treasurers
From: Jennifer R. Nelson, Director, State Library Services and Charter Center
Date: July 31, 2019
Subject: 2019 state-certified level of library support

Thank you for your commitment to ensuring your county's residents have access to library services. Your financial support makes possible the significant impact that libraries make each year.

The attached form provides documentation of your county's state-certified level of library support for 2020. Minnesota Statutes 134.34 and 275.761 establish the amount at 90% of the state-certified level of support set in 2011.

The Minnesota Department of Education, through State Library Services, distributes state aid to regional library systems based on factors that include population and geographic area served. If a county or city does not meet its state-certified level of library support, Minnesota Statutes 134.34 Subd 4 requires that we remove the entity from our funding formulas, which reduces the annual allocation to the regional public library system.

Thank you again for your continued support of Minnesota's libraries. Please contact me at Jennifer.R.Nelson@state.mn.us with your comments, questions or concerns. Together, we can ensure that all Minnesota residents benefit from quality library services.



State Library Services
1500 Highway 36 West
Roseville, MN 55113
v: 651-582-8791 f: 651-582-8752
jennifer.r.nelson@state.mn.us

July 2019

CERTIFICATION OF MINIMUM LOCAL SUPPORT REQUIREMENT: 2020

This is to certify the 2020 minimum level of financial support to be provided for operating expenses for public library services and participation in the regional public library system programs pursuant to *Minnesota Statutes*, Chapter 134.34 for:

Houston County

The state-certified level of library support for 2020 is: **\$92,434**

This amount represents the equivalent of 90% of the official 2011 state-certified level of library support. The property in those portions of the county excluded for the purpose of determining the library levy and providing the minimum amount is as follows:

Caledonia

Houston (city)

Hokah

La Crescent

Spring Grove

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Frederick Guardianship Services, LLC**, 8495 Von Arx Drive, Hokah, MN 55941, referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-301 and 524.5-401; and

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, Houston County and Frederick Guardianship Services, LLC agree as follows:

1. TERM:

The term of this Agreement shall be from August 1, 2019 through December 31, 2020. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice.

2. SERVICES:

The County wishes to purchase and the Provider agrees to provide the following:
See Attachment A.

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59509	GUARDIANSHIP (DD)
69500	GUARDIANSHIP (ADULT)
61600	TRANSPORTATION
64800	MONEY MANAGEMENT

3. COST AND DELIVERY OF PURCHASED SERVICES:

The amount paid for service will be billable at \$45.00 per hour with prior authorized from Houston County for each hour of service for each client. See the Individual Service Agreement(s) for number of units and service descriptive.

Purchased services shall be provided in the community or in the residences of the clients being serviced.

The \$45.00 per hour fee includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement.

4. ELIGIBILITY FOR SERVICES:

Service eligibility will be determined according to the criteria established by Houston County's Human Service Plan.

Services under this Agreement shall only be provided to clients meeting this criteria of indigent residents of Houston County.

The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. PAYMENT FOR SERVICE:

The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to Houston County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. Houston County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed.

The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.

If the ward/conservatee has a monthly income and is:

- 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
- 2) Receives Group Residential Housing (GRH) benefits or
- 3) Receiving Medical Assistance (MA) Payments of Long-Term Care (LTC) Services, the Conservator/Guardian shall deduct 5% of the ward's/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. RECORDS:

The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.

The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. INDEPENDENT CONTRACTOR:

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

8. PROVIDER STANDARDS AND LICENSES:

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. The Provider will annually authorize Houston County Human Services to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.

- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. If required, the Provider shall remain licensed by the State during the term of this Agreement. Houston County will only pay for Contract Management services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. SAFEGUARD OF CLIENT INFORMATION:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved As To Form And Execution:

Houston County Attorney

Dated: _____

Chairperson
Houston County Board of Commissioners

Dated: _____

John Pugleasa, Director
Houston County Human Services

Dated: _____

Carmen Frederick
Frederick Guardianship Services, LLC

Dated: _____

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other IDT members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with IDT members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s)

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

Rates:

The reimbursement rate is \$45.00 per hour. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a Houston County Case Manager.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having gotten prior approval from the involved social worker, or designee, to do so.

Billing:

Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 8/22/2019

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Review and approve Guardian Contract (Frederick)

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature

Justification:

Action Requested:

Approve and sign contract as proposed.

For County Use Only						
<u>Reviewed by:</u>	<input type="checkbox"/>	County Auditor	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning/Environmental Service
	<input type="checkbox"/>	Finance Director	<input type="checkbox"/>	County Engineer	<input type="checkbox"/>	HR/Personnel
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<u>Recommendation:</u>						
<u>Decision:</u>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Houston County Agenda Request Form

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8-27-19

Date Submitted: _____

Person requesting appointment with County Board: Donna Trehus, Auditor-Treasurer

Will you be doing a power point or video presentation: _____Yes ☒ No

Issue:

Request to purchase 10 poll pads from Knowink, software company to be used at the polling places on election night.

Attachments/Documentation for the Board's Review

1. Handouts- Brochure of poll pad and functions.
2. Pricing – See Attached handout

Action Requested:

Approve software package less consideration of the Vega Equipment grant issued to Houston County in 2018 for purchase of election equipment in the amount of \$10,000.00. The total 25% cost/match for Houston County would be \$3253.75. The Vega grant deadline ends 12-31-19. More funds are expected to be available for 2020 but not yet determined by the State Budget Committee.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	
Recommendation:			
Decision:			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

KNOWiNK Quote and Terms

Date: 7/1/2019

KNOWiNK 2111 Olive Street Saint Louis, MO 63103

Jurisdiction: Houston County, MN

Contact: Donna Trehus

Phone: (507) 725-5815

Email: donna.trehus@co.houston.mn.us

Poll Pad Subscription Purchase Quote and Terms:

*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:

Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units (Includes: iPad WiFi 32gb, Charger, Printer, Transport Case, Stand, Stylus, 1st Year Software License, MDM Enrollment, and Basic Poll Pad Manager)	10	\$1,280.00	\$12,800.00
2	Green MFi Certified Lightning Cable - 9' & USB Wall Adapter	10	\$15.00	\$150.00
3	iSync Drive	1	\$65.00	\$65.00

Total Year One (1) Poll Pad Package Estimated Cost:

\$13,015.00

Annual Software License and Maintenance

4	Year 2 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
5	Year 3 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
6	Year 4 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00
7	Year 5 Annual Software License, MDM & MN SVR Maintenance	10	\$125.00	\$1,250.00

Networking/Data

8	e-Pulse Connectivity software - Initial License		\$5,000.00	
9	ePulse Connectivity Annual Software License & Maintenance (Years 2-5)		\$1,000.00	
10	Wireless Hotspot Solution - Verizon Jetpack MiFi 7730 (Refurbished) (Can support up to 6 units at a location)		\$150.00	
11	Verizon Wireless Data Plan Activation, per Hotspot (Billed annually; required with Wireless Hotspot Solution)		\$15.00	
12	Verizon Wireless Data Plan, per Hotspot (Per Election, billed separately from annual activation fee)		\$30.00	

Optional Hardware/Software

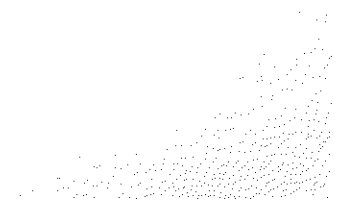
13	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		\$125.00	
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Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (5) five year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.

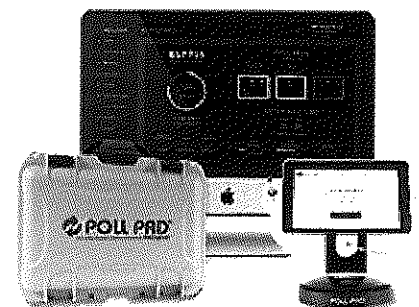
Poll Pad

The iPad-based electronic Poll Pad is the next generation of electronic poll books for voters & election officials.



Your solution for quick and efficient voter check-in!

- Ease of use, intuitive & friendly design
- Most advanced & secure operating system (FIPS 140-2 certification)
- Processes voters on ONE system in seconds
- Eliminates long lines & A-K confusion
- Configures easily to your specifications
- Sets up easily & seamlessly with no peripherals
- Quickly Syncs data in real time for accurate reporting



Election Day Registration

Eliminate paper forms by processing new registrants on the Poll Pad. Print compact receipts for signature & storage. Data is formatted for upload into your VR database.

- Eliminate paper forms and process new voters electronically on Poll Pad
- Quickly accept identification and verify eligibility of new voters
- Unclog the lines for pre-registered voters
- Simplify the process for your poll workers

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: August 20, 2019 for August 27, 2019 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Seeking approval on the 319 Feedlot Grant Sub Recipient agreement. After the SEMNWRB disbanded Goodhue County took over administration of the grant so this contract reflects that change.

Attachments/Documentation for the Board's Review:

Houston County Feedlot Agreement 2019, Attachment A - Reducing Bacteria 319 Workplan, Attachment B - Federal Terms and Conditions

Justification:

Sam and Tess have approved the contract.

Action Requested:

Seeking Board approval. Will require a signature if approved.

For County Use Only				
Reviewed by:	County Auditor	County Attorney	Zoning Administrator	
	Finance Director	County Engineer	Environmental Services	
	IS Director	Other (Indicate dept)		
Recommendation:				
Decision:				

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all reequets and determine if the request will be heard at a County Board meeting.

**AGREEMENT BETWEEN
THE GOODHUE COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND HOUSTON COUNTY**

This AGREEMENT is between the Goodhue County Soil and Water Conservation District (hereinafter referred to as “the District”) and Houston County (hereinafter referred to as “the Subrecipient”).

I. STATEMENT OF PURPOSE

The purpose of this AGREEMENT is to clarify the roles and responsibilities of the parties regarding the project entitled, **“Reducing Bacteria from SE MN Feedlots”** (hereinafter referred to as “the Project”) made possible through a grant received from the Minnesota Pollution Control Agency’s (MPCA) Federal Clean Water Act Section 319 grant program.

II. SCOPE OF SERVICES AND SPECIFIC DUTIES

The District has agreed to provide funding to the Subrecipient for implementation of the Project. The Subrecipient will complete the duties described in Attachment A (Project Workplan). Subject to approval by the authorized representative of the District, the Subrecipient may modify Attachment A through a written addendum to this Agreement which is signed by both parties. Some changes may require approval of the grantor, the MPCA.

The Subrecipient also agrees to adhere to the provisions of the attached State of Minnesota Grant Agreement, Swift Contract No. 158117, including Attachments A (Project Workplan) and B (Terms and Conditions).

III. PAYMENT TERMS AND REPORTING REQUIREMENTS

A. **REPORTING.** The Subrecipient will submit semi-annual reports to the District to coincide with MPCA reporting requirements. The District will provide the Subrecipient a format for all reports approximately one month prior to the date on which reports are due.

B. **TERM.** The Subrecipient may expend grant funds toward completion of the Project between the dates of **August 15, 2019 and August 31, 2021**.

C. **AMOUNT.** During the term of this agreement, the Subrecipient may bill the District for up to \$ 27,337.11 for time and expenses incurred toward completion of the Project, as detailed in the grant work plan. Sub-recipient may not spend more than \$6,337.11 in technical assistance of initial allocation. Grant funds may be transferred between participating members throughout the grant term. This will be conducted administratively with the approval of each effected party.

D. PAYMENT SCHEDULE. Upon execution of this AGREEMENT, the Subrecipient may present quarterly itemized invoices to the District for work actually performed (twice a year this invoice will accompany submittal of the semi-annual report.) The District will provide a sample invoice that indicates the required level of documentation of expenses. The District submits reimbursement requests to the MPCA quarterly. Upon the District's receipt of payment from the MPCA, and within seven days of receipt of payment, the District will process reimbursement to the Subrecipient.

IV. CONTRACT CLAUSES

1. **Ownership of Project Materials.** To the extent permissible under Minnesota law, materials prepared or developed by the Subrecipient hereunder, including documents, notes, reports, data, and samples shall become the property of the District when prepared, whether delivered to the Board or not, and shall be delivered to the Board upon request. The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either District or Subrecipient. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT. Each party shall be responsible for its own data responses in compliance with State law. Notwithstanding, the District will be responsible for responding to any data practices requests pertaining to this data.
2. **Changes.** The District may at any time issue written directions requiring additional work within the Work Plan and any amendments thereto, or directing the addition of, omission of, or variation in Work. If such direction results in a material change in the amount or character of Work, Subrecipient will prepare a proposed amended Scope of Work and cost estimate and forward it to District's representative. All changes/alterations to the Scope of Work set forth in II. above, and authorization to proceed shall be in writing and shall be executed by a duly authorized representative of each the respective parties prior to the Subrecipient proceeding with the altered Scope of Work.
3. **Indemnity and Hold Harmless.** Subrecipient shall indemnify the District, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the Work performed hereunder or any part thereof. Subrecipient agrees to indemnify and hold harmless the District, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the District or others arising out of the negligent performance of the Work hereunder by the Subrecipient. Subrecipient shall, in no event, be liable for loss or damage attributable to District or its representatives or agents. Subrecipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or

immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

4. **Nonassignment.** Subrecipient shall not assign this Agreement nor delegate or subcontract any of the Work to be performed without the District's written consent. If assignment, delegation, or subcontract is done with such consent, it shall not relieve Subrecipient from its responsibility for the performance of any of its obligations hereunder.
5. **Complete Agreement.** This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements and representations. There are no oral or written understandings, agreements or representations not specified herein.
6. **Independent Contractor Status.** Subrecipient is an Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the parties. Subrecipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association or other benefits available to Subrecipient employees, shall accrue to Goodhue Soil and Water Conservation District or its employees performing services under this Agreement.
7. **Worker Health, Safety and Training.** Subrecipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Subrecipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Subrecipient shall ensure all personnel of Subrecipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Subrecipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Subrecipient
8. **Legal Compliance.** Subrecipient and the District shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
9. **Data Privacy.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Subrecipient in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
10. **Business Records.** Subrecipient shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Subrecipient's

profession. Subrecipient shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The District shall have the right to audit and review all such documents and records at any time during Subrecipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the District and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

11. **Force Majeure.** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than Olmsted County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

12. **Waiver.** The failure of the District or Subrecipient to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

13. **Notices.** All official notices, shall be sufficiently given when delivered or mailed, certified mail, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.
Authorized Representatives:
For the District: Board Chair. 104E 3rd Ave. PO Box 335, Goodhue MN 55027
For Houston County: Aaron Lacher, Houston County Environmental Services Director,
Suite 209, 304 S. Marshall Street, Caledonia, MN 55921

14. **Interpretation, Jurisdiction and Venue.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

15. **Severability.** The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

16. **Agreement to Mediate Disputes.** In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation. Should the parties agree to submit the dispute to mediation the parties agree that their participation in mediation is a condition precedent to either party pursuing any other available remedy in relation to the dispute.

Either party to the dispute may give written notice to the other party of their desire to commence mediation, and a mediation session must take place within [30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, either party may contact any organization or person to assist with engaging a qualified mediator from the Minnesota Supreme Court ADR-Rule 114 Neutrals Civil Roster

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

17. **Default and Termination.** Either party by a [30] day written notice of default (including breach of contract) to the other party may terminate the whole or any part of this agreement if the other party fails to perform any of the provisions of this contract, and after receipt of written notice from the first party, fails to correct such failures within a period of 10 days or such longer period as the first party may authorize in writing after receipt of notice from the first party specifying such failure.

18. **Merger Clause.** This agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

V. AGREEMENT EFFECTIVE DATE

This agreement is effective upon execution by all parties.

Approved and accepted for:

FOR THE GOODHUE COUNTY SOIL AND WATER CONSERVATION
DISTRICT

 7-16-19
Jeff Beckman Date
Board Chair, Goodhue SWCD

FOR THE SUBRECIPIENT

Name _____ Date _____

Title _____

Project Workplan

Doc Type: Contract

SWIFT	158117
Purchase Order No.	3000024532
AI	188886
Activity ID	PRO20190001

Project Title: Reducing Bacteria from Southeast Minnesota (SE MN) Feedlots

1. Project Summary:

Organization: Goodhue County Soil and Water Conservation District (SWCD)

Contractor contact name: Beau Kennedy

Title: Water Planner

Address: 104 E 3rd Ave. PO Box 335

Goodhue, MN 55027

Phone: (651) 923-5286

E-mail: bkennedy@goodhueswcd.org

Subcontractor(s)/Partner(s):

Dodge County, Fillmore SWCD, Goodhue SWCD, Houston County, Mower SWCD,

Olmsted SWCD, Rice SWCD, Steele County, Wabasha SWCD, Winona SWCD (LGU)

Project manager: Beau Kennedy

Address: 104 E 3rd Ave. PO Box 335

Goodhue, MN 55027

Phone: (651) 923-5286

E-mail: bkennedy@goodhueswcd.org

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project

manager: Emily Bartusek

Title: Project Manager, Watershed Division

Address: 18 Wood Lake Drive SE

Rochester, MN 55904

Phone: 507-208-2613

E-mail: Emily.Bartusek@state.mn.us

Project information

Latitude/Longitude: 92 degrees 13', 44 degrees 00'

Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha,

*County: Winona

Start date: 07/12/2019

End date: 08/31/2021

Total cost: Grant: \$305,187.20, Match: \$259,852.30, Total: \$565,039.50

Best Management Practices

(BMPs): Barnyard Runoff Management, Diversion, Filter Strip, Grazing Planned

Systems, Heavy Use Area Protection, Livestock Use Area Protection, Milking

Center Wastewater Treatment, Nutrient Management, Pasture and

Hayland Management, Roof Runoff Management, Runoff Management System, Subsurface Drain, Vegetative Barriers, Waste Management System, Waste Storage Facility, Waste Water Irrigation, Wastewater and Feedlot Runoff Control.

Primary and Secondary Categories of Pollution:

	Primary	Secondary	Others
Category (name only)	Animal Feeding Operation		

Nonpoint Source (NPS) Functional Category:

	Primary	Secondary	Others
Category (name only)	BMP Design/Implementation		

Waterbody Rivers/Streams, Lakes

type:

Type of pollutant(s) (use name, not code Fecal coliform, phosphorus, nitrogen, BOD #s):

Ecoregion: Driftless Area

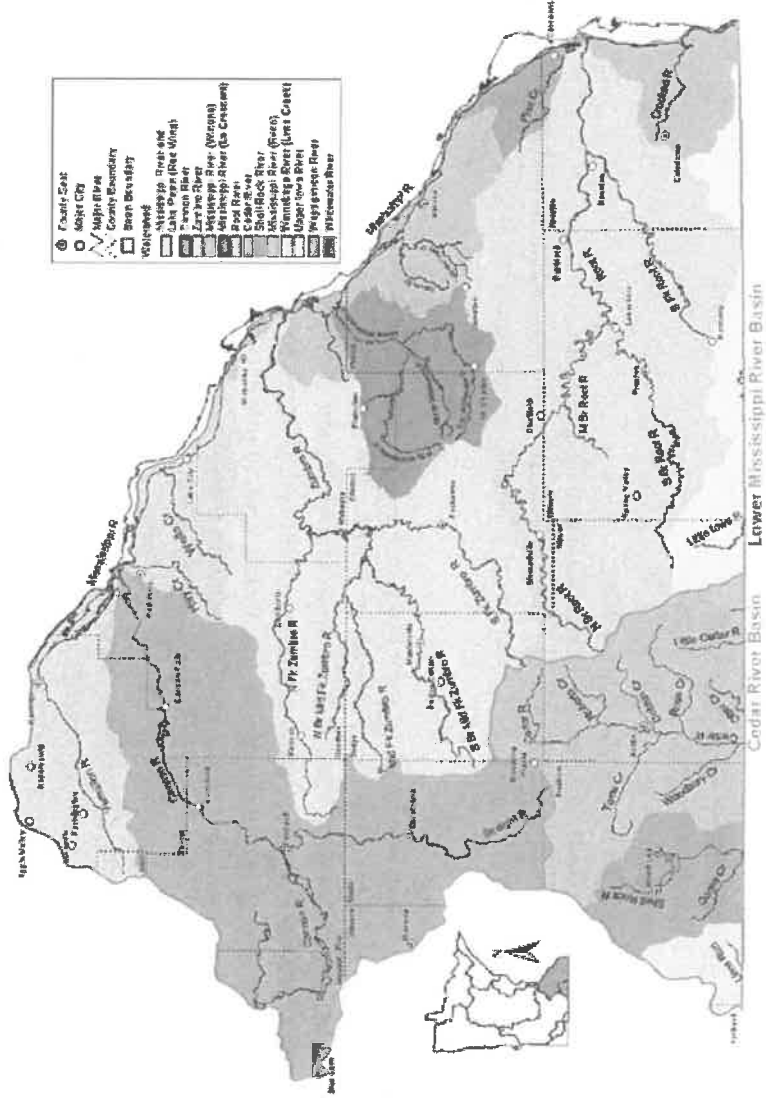
2. Statement of Problems, Opportunities, and Existing Conditions

The ten counties of Southeast Minnesota encompass much of the area of the Lower Mississippi River Basin in Minnesota. The landscape of this region varies from steep bluffs and relatively small farms in the east to the gently rolling and heavily row-cropped western plateau. In this region of steep slopes and plentiful streams, early settlers opted to locate their farms near water, resulting in thousands of smaller feedlots located on streams.

The Regional Total Maximum Daily Load (TMDL) study approved by United States Environmental Protection Agency (EPA) in 2006 identified 39 stream reaches in the Lower Mississippi River Basin in Minnesota (the Basin) as posing a risk of human illness from excessive levels of fecal coliform bacteria. Average levels of bacteria throughout the Basin were found to be twice the standard for skin contact. The study also determined that livestock and human waste were the primary sources of bacteria. Of these two major sources, runoff from feedlots and manure stockpiles with no runoff control comprise an estimated 17% bacteria loading during a wet spring and 37% during a wet summer. To achieve water quality standards the TMDL Implementation Plan calls for reducing bacteria impairments from all major sources by an average of 65%.

This feedlot runoff reduction project is part of a regional effort to comprehensively address sources of fecal coliform bacteria tied to the regional TMDL Implementation Plan. A successful strategy used in the Basin to reach runoff reduction goals has been to build local capacity for accelerating producer compliance with state feedlot rules. Employing this strategy in previous regional feedlot projects, MPCA has completed runoff reduction designs for over 1,500 feedlots, and implemented over 780 feedlot fixes with technical assistance and very low 50% cost-share funding of \$1,000 - \$15,000. MPCA will build upon this strategy to target our efforts to those remaining open lot feedlots under 500 animal units (AU's) that pose the greatest bacteria pollution potential and priority areas identified in local WRAPS and TMDL implementation plans.

Figure 1. Project area watersheds.



Objectives, Tasks, and Subtasks

Goal: Target technical and financial assistance to SE MN open lot feedlots under 500 AU’s that pose the greatest bacteria pollution potential, reducing fecal coliform bacteria runoff to negligible levels from a goal of 30 feedlots.

Objective 1: Engage feedlot owners in critical areas

Task A: Local Governmental Units (LGUs) compile a contact list of open lot feedlot owners in each county that are within priority areas identified in local WRAPs and TMDL plans and local priority areas and makes contact via phone or letter with priority landowners to inform them of resources available and engage their participation.

Responsible Party: LGU feedlot staff, Goodhue SWCD
Cost: Grant \$8,300.00

Objective 1 Timeline: July 2019 – December 2019

Objective 1 Cost: Grant \$8,300.00, Match \$0, Total \$8,300.00

Objective 1 Deliverables: Maps of priority areas identified, list of willing landowners in priority areas.

Objective 2: Local Governmental Units (LGUs) will provide prioritized feedlot owners of fewer than 500 AU’s with technical and financial assistance to implement low-cost feedlot runoff control BMPs.

Task A: Local Governmental Units (LGUs) will provide prioritized feedlot owners of fewer than 500 AU’s with technical assistance in the design and implementation of BMPs to correct and treat polluted runoff with a goal of 30 registered feedlots. Priority for assistance are feedlots in critical areas identified in the local WRAPs and TMDL reports which are a top priority of their local SWCD and are under 500 AU’s. Staff

assistance may include trouble-shooting implementation challenges where runoff reduction is not completely abated despite feedlot design implementation.

Responsible Party: LGU feedlot staff, Goodhue SWCD

Cost: Grant \$73,125.00 Match \$23,600.00

Task B: LGUs manage cost share funds for feedlot fix implementation: 50% cost-share, up to \$15,000 per registered feedlot, will be available to assist with implementation of runoff reduction BMPs. At their discretion, individual LGUs may adopt a lower level of cost-share funding to offer producers that will be most effective in their area. LGU submits semi-annual reports and invoices for cost-shared projects that include landowner name, number of AU's, type of assistance provided, the level of fix completed (partial, complete, in-progress), before and after runoff model numbers, itemization of grant funds for reimbursement and in-kind documentation.

Responsible Party: LGU feedlot and administrative staff, Goodhue SWCD

Cost: Grant \$196,252.20, Match \$236,252.30

Objective 2 Timeline: July 2019 - August 2021

Objective 2 Cost: Grant \$269,377.20, Match \$259,852.30, Total \$529,229.50

Objective 2 Deliverables: 30 completed feedlot runoff abatement projects designed and installed; cost share contracts developed with feedlot owners; pollutant runoff reductions calculated.

Objective 3: Project Management

Task A: Goodhue SWCD will coordinate LGU staff and project partners to successfully fulfill grant requirements, to include: develop and maintain sub-agreements with LGUs for technical services and cost share management, maintain county reporting forms to determine that counties are meeting their contract obligations and making progress toward meeting feedlot design and implementation goals, provide coordination between all project partners and facilitate partner meetings, manage project finances and comply with all state and federal auditing procedures, conduct an annual audit of two randomly selected LGU's grant-related records, and complete semi-annual and final project reporting requirements

Responsible Party: Goodhue SWCD

Cost: Grant \$27,510.00

Objective 3 Timeline: July 2019– August 2021

Objective 3 Cost: Grant \$27,510.00, Match \$0, Total \$27,510.00

Objective 3 Deliverables: Sub-agreements with ten LGU's, semi-annual and final reports, unified reporting forms detailing BMPs completed and runoff calculations, annual audit of financial statements.

3. **Measurable Outcomes**

Outcomes will be measured by the number of feedlots reducing polluted runoff to negligible levels through the design and implementation of runoff abatement BMPs and by reduction in polluted runoff in priority areas as measured by the MinnFARM Feedlot Evaluation Model. Based upon progress in previous grants, we anticipate 30 open lot feedlots under 500 AU's will reduce their runoff levels to negligible levels through technical assistance and cost-share funding for relatively low-cost solutions. Based on the annual reductions from a previous grant of similar size and scope we estimate the following reductions per year for this project: 71,000 lbs. COD; 1,300 lbs. P; 3900 lbs. N; 16,000 lbs. BOD and 2.0+E17 fecal cfu. Success will be measured against our targeted reduction of 2.0E+17 E. coli cfu annually from open lot feedlots to waters in critical areas of the region. If the target is reached the cost will be .17 cents per billion cfu. While this project alone will not attain water quality standards for all impaired reaches in the region, the feedlot work (this is the seventh installment in a series of grants aimed at fixing small feedlots; in sum the work comprises a success story in southeast Minnesota) is an important component of the core strategies put forward in the Regional TMDL Implementation Plan (see Table 2).

The criteria to be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards will be the stated projected cumulative load reductions achieved by this project along with the larger regional efforts towards bacteria load reductions.

4. Project Budget (*Attachment A Budget*)

Regarding regional cost context for this project: an interagency team estimated the cost of implementing the Regional Fecal Coliform TMDL; it is included below as Table 1.

Table 1. Regional Fecal Coliform TMDL implementation cost estimate.

Estimated Restoration Costs for Implementation Projects - 2006 to 2009						
Project Name	Completion Date	Estimated NPS Restoration Costs		Estimated Municipal Point Source Restoration Costs	Estimated Stormwater Capital Costs	Total Estimated Restoration Costs
		Low	High			Low High
Lower Mississippi River Basin - Fecal Coliform	2003	\$236,000,000		\$5,000,000		\$240,000,000
						Lower Miss Basin

Table 2: Estimated Reductions for Regional Scale

Strategy Summary and Acres/Count Tabulation						
NPS Strategy from the Imp Plan	Strategy	Acres or number	Acres or number to be addressed via strategy			
4.1 Grazing and Pasture Management	grazing specialist	368,000 acres of pasture (from imp plan)	36,800 acres (10%, best professional judgment)			
4.2 Feedlot fixes	low cost fixes for pollution hazards	3357 pollution hazards (from SE MN WRB estimate)	3357 pollution hazards (all)			
4.3 manure management	manage manure using the four Cs	0.88 million acres cultivated receiving manure (BPJ)	176,000 acres (20%,BPJ)			
4.4 ISTS management	fix unsewered communities & straight pipes	120 unsewered communities (from imp plan)	120 unsewered communities (all)			
4.4 ISTS management	fix ITPHS	5263 (sum of estimates from counties)	5263 (all)			
Load Reduction Estimates						
NPS Strategy from the Imp Plan	Acres or number	Runoff or flow estimate (liters/yr)	Multiplier for current load from land use or "situation" org/100ml	Current load from land use or "situation" org/100ml	Multiplier after BMP	Load after BMP or fix
4.1 Grazing and Pasture Management	36,800	10,440,183,184	2980	3.11117E+14	1280	1.33634E+14
4.2 Feedlot fixes	3357		6.66667E+15	2.238E+19	0	0
4.3 manure management	176,000	49,931,310,880	40000	1.99725E+16	12000	5.99176E+15
4.4 ISTS management - unsewereds	120	227124600	200,000	4.54249E+14	200	4.54249E+11
4.4 ISTS management - ISTS	5263		2.13333E+13	1.12277E+17	0	0
				2.2513E+19		6.12585E+15
Surface runoff general value from Little Cannon SWAT model water balance at 2.8 inches/year (0.23 acre-feet).						
Value for overgrazed pastures from Crane, Moore, Grismer and Miner, 1983 Table 2 Fecal Coliform "cow pasture" at greatest density of 40 head/ha.						
Value for managed pastures from Crane, Moore, Grismer and Miner, 1983 Table 2 Fecal Coliform "cow pasture" at reduced density of 10 head/ha.						
Value for manure application from Crane, Moore, Grismer and Miner, 1983 Table 2 Fecal Coliform average of manure solids and liquid manure application (South Carolina).						
Value for manure application with BMPs from Crane, Moore, Grismer and Miner, 1983 Table 2 Fecal Coliform "manure slurry on cropland" treated value (Tennessee).						
General estimate of 0.5 MGY per unsewered community based on sewer squad report.						
Multiplier for untreated sewage based on professional judgment and monitoring experience at non-chlorinated wastewater outfalls.						
Multiplier for small feedlots from SE MN WRB MinnFarm estimate of Fecal Coliform load per small feedlot prior to fix.						
Multiplier for ISTS from Hawk Creek CWP loan application which addresses 75 ISTS and calculates 1.6E+15 FC load reduction.						
The acres/numbers listed above represent best available estimates per data and/or professional judgment and/or input from LGUs.						

The Regional Fecal Coliform TMDL Implementation Plan was built and vetted by professionals and stakeholders in southeast Minnesota. It is estimated that implementation of the strategies outlined in the document, at scales indicated below (which reflect best available estimates of suitable acres and counts) will result in load reduction goal attainment for the region.

Attachment B

**Nonpoint Source Water Pollution Control Projects – Federal Fiscal Year 2017 Funds
Administrative Conditions**

The Recipient agrees to comply with the following Administrative Terms and Conditions.

Utilization of Small, Minority and Women’s Business Enterprises

The recipient agrees to comply with 40 CFR Part 33. In accordance with MBE/WBE Reporting, 40 CFR Part 33 Subpart E reporting is required annually where funds are budgeted for procuring construction, equipment, services and supplies, including funds for direct procurement by the recipient or procurement that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Six Good Faith Efforts, 40 CFR Part 22 Subpart C

Pursuant to 40 CFR Section 33.301 records documenting compliance with the six good faith efforts shall be retained.

Programmatic Conditions

The Recipient agrees to comply with the following Programmatic Conditions

Water Annual Reporting

Annual technical performance reports must be submitted as required in the workplan.

Watershed-Based Plans

A 9 element watershed-based plan must have been completed prior to a State funding implementation with incremental Section 319 dollars.

Measures and Indicators

Provide reports as required in the workplan to indicate progress towards: 1) the State’s overall water quality version of achieving and monitoring beneficial uses of water, 2) the long term goals set by the State in its program (e.g., successfully completing the implementation of a watershed-based plan and achieving water quality standards, or installing appropriate technologies at all animal waste facilities that need to be upgraded with a watershed); and 3) the shorter-term goals and objectives set by the State (e.g., successfully demonstrating a particular technology).

Environmental Results

Provide information regarding environmental results as required in the workplan.

Geospatial Data Standards

Geospatial data must be consistent with Federal Geographic Data Committee endorsed standards and submitted as required in the workplan.

Competency Condition

In accordance with EPA’s Policy to Assure the Competency of Organizations Generating Environmental Measurement Data the recipient shall maintain competency for the duration of the project period and provide documentation as required in the workplan.

Cybersecurity

When collecting and managing environmental data the recipient will protect the data by following all applicable State law cybersecurity requirements. The recipient must ensure that any connections between the recipient’s network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure if using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange.

Additional reporting

Recipient must report monitoring activities under 2 CFR 200.331(d).

Federal Administrative Terms and Conditions Effective April 27, 2017

Introduction

The recipient and any sub-recipient must comply with the applicable Environmental Protection Agency (EPA) general terms and conditions outlined below. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in [2 CFR 200.338](#) and [2 CFR 200.339](#).

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; [2 CFR 200](#) and [2 CFR 1500](#). This award is also subject to applicable requirements contained in EPA programmatic regulations located in [40 CFR Chapter 1 Subchapter B](#).

Selected Items of Cost

Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: [OPM.gov Salary and Wages](#), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of [2 CFR 200.330](#) and the [EPA Subaward Policy](#).

As a pass-through entity, the recipient agrees to:

Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at [2 CFR 200.330](#) and EPA's supplemental guidance in Appendix A of the [EPA Subaward Policy](#).

For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by [2 CFR 200.75](#) and [2 CFR 200.92](#).

Establish and follow a system that ensures all subaward agreements are in [writing](#) and contain all of the elements required by [2 CFR 200.331\(a\)](#).

Each subrecipient is required by [2 CFR Part 25](#) and [2 CFR 200.331\(a\)\(1\)](#) to register in the System for Award Management (SAM). Subrecipients are also required to provide their Data Universal Numbering System (DUNS) number.

Subrecipients are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by [2 CFR 200.331\(a\)\(2\)](#), including but not limited to:

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- Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- Limitations on individual consultant fees as set forth in 2 CFR 1500.9
- EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."

Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:

- Prior experience with same or similar subawards;
- Results of previous audits;
- Whether new or substantially changed personnel or systems, and;
- Extent and results of Federal awarding agency or the pass-through entity's monitoring.

Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

- Requiring payments as reimbursements rather than advance payments;
- Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- Requiring additional, more detailed financial reports;

Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

Establish and maintain a system for issuing management decisions for audits of subrecipients that relate to Federal awards.

Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Reporting and Additional Post-Award Requirements

Central Contractor Registration /System for Award Management and Universal Identifier Requirements

Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the

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information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

If the recipient is authorized to make subawards under this award, the recipient:

- Must notify potential subrecipients that no entity may receive a subaward unless the entity has provided its DUNS number.
- May not make a subaward to an entity unless the entity has provided its DUNS number.

Definitions. See 2 CFR Part 25, Subpart C-Definitions for the purposes of this award term.

Reporting Total Compensation of Recipient Executives Applicability and what to report

The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

- the total Federal funding authorized to date under this award is \$25,000 or more;
- in the preceding fiscal year, the recipient received: (a) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined 2 CFR 170.320 (and subawards); (b) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FEATAS) as defined at 2 CFR 170.320 (and subawards); and
- The public does not have access to information about the compensation of the executives through periodic reports filed under section Securities Exchange Act of 1934 Section 13(a) or 15(d) (15 U.S.C. 78m(a), 78o(d)), or Internal Revenue Code of 1986 Section 6104. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings.)

Where and when to report

The recipient must report executive total compensation: (a) As part of the SAM registration, (b) By the end of the month following the month in which this award is made, and annually thereafter.

Reporting of Total Compensation of Subrecipient Executives

Applicability and what to report

The recipient shall report the names and total compensation of each of the recipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- In the recipient's preceding fiscal year, the subrecipient received: (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 Section 13(a) or 15(d), 15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, refer to the US Security and Exchange Commission.

Where and when to report

The subrecipient must report executive total compensation:

- To the recipient.
- By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year, the recipient must report any required compensation information of the subrecipient by November 30 of that year.

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Exemptions

If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

Definitions: See 2 CFR Part 25, Subpart C-Definitions for the purposes of this award term.

Suspension and Debarment

Recipient shall fully comply 2 CFR Part 180 Subpart C entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons,” as implemented and supplemented by 2 CFR Part 1532.

Disclosing Conflict of Interests (COI)

For awards to Non-federal entities and individuals

EPA COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's. Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

Programmatic General Terms and Conditions

Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Patents and Inventions

Rights to inventions are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States EPA under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504, Rehabilitation Act of 1973 codified in 40 CFR Part 7. In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards

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established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. Recipients may wish to consult the latest Section 508 Guidelines) issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0.

Tangible Personal Property Reporting

Pursuant to 2 CFR 200.312 and 2 CFR 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

Disposition

Most Recipients Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy)*.

Public Policy Requirements

Civil Rights Obligations

This term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

Statutory Requirements

The recipient must comply with:

- Title VI of the Civil Rights Act of 1964
- Section 504, Rehabilitation Act of 1973

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX, Education Amendments of 1972
 - If this agreement is funded with financial assistance under the Clean Water Act, the recipient must also comply with:
 - Section 13 of the Federal Water Pollution Control Act Amendments of 1972

Regulatory Requirements

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 CFR Part 5; and
- For Title VI, Section 504, Age Discrimination in Employment Act of 1967, Section 13 obligations, and 40 CFR Part 7.

Title VI – Limited English Proficiency (LEP), Public Participation and Affirmative

Compliance Obligation

Recipient is required by Title VI to provide meaningful access to LEP individuals. The recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs.

January 16, 2018

- The recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs.

Drug-Free Workplace

The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant requirements set forth in 2 CFR 1536 Subpart B. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR 1536 Subpart C. The consequences for violating this condition are detailed under 2 CFR 1536 Subpart E.

Hotel-Motel Fire Safety

The recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the Hotel and Motel Fire Safety Act (PL 101-391, as amended) pursuant to 15 U.S.C. 2225A.

Lobbying and Litigation

The recipient shall abide by the 2 CFR 200.450 Cost Principles which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

The recipient agrees to comply with 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the 2 CFR Appendix II to Part 200.

Pursuant to the Lobbying Disclosure Act Section 18, the recipient affirms that it is not a nonprofit organization described in the Internal Revenue Code of 1986 Section 501(c)(4); or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying.

Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

Resource Conservation and Recovery Act (RCRA)

Consistent with goals of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and nonprofit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with RCRA (42 U.S.C. 6962) and 2 CFR 200.322, recipients and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR Part 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

Trafficking Victims Protection Act

The Trafficking Victims Protection Act of 2000 Section 106(g), as amended (22 U.S.C. 7104(g)) requires the Minnesota Pollution Control Agency to include the prohibition statement below:

January 16, 2018

“You, as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not engage in any form of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. Violation of this subpart is cause for termination of this award in addition to other remedies for noncompliance that may be used.”

January 16, 2018

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 8/22/2019

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Review and approve MOU for Evidence Based Familiy Home Visistation Program

Attachments/Documentation for the Board's Review:

MOU for review and signature; and summary of Family Hone Visitation program

Justification:

Action Requested:

Approve and sign MOU

For County Use Only						
<u>Reviewed by:</u>	<input type="checkbox"/>	County Auditor	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning/Environmental Service
	<input type="checkbox"/>	Finance Director	<input type="checkbox"/>	County Engineer	<input type="checkbox"/>	HR/Personnel
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<u>Recommendation:</u>						
<u>Decision:</u>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Evidence Based Home Visiting Expansion Grant Memorandum of Agreement

This Memorandum of Agreement is made and entered into by and between Rice County Community Health Services and Fillmore-Houston CHB, referred to as "Partner."

WHEREAS, evidence-based home visiting models serve families in need and are intended to be implemented at the community level as part of a coordinated, integrated system of early childhood services;

WHEREAS, the Minnesota Department of Health provides grant awards for planning or implementation of a new or expanded evidence-based home visiting model;

WHEREAS, Rice County Community Health Service and Fillmore-Houston CHB desire to partner, resulting in Fillmore-Houston CHB joining the existing Healthy Families Southeast Minnesota partnership which consists of Rice County Community Health Service, Dodge-Steele Community Health Services, Freeborn County Public Health, Goodhue County Health and Human Services, Wabasha County Community Health Service, and Winona County Community Services, in order to implement an Evidence Based Home Visiting (EBHV) expansion grant from the Minnesota Department of Health, and

WHEREAS, the grant period for the Minnesota Department of Health EBHV expansion grant is effective from June 12, 2019 to December 31, 2022, and

WHEREAS, the EBHV expansion grant dollars have been awarded to expansion grant applicant Rice County Community Health Service, with Fillmore-Houston CHB as the expansion partner,

WHEREAS, the Partner desires to work collaboratively to implement policies and services for the use of those EBHV grant dollars;

WHEREAS, other partners have previously signed a similar MOA, in order to outline the responsibilities of each Partner.

NOW, THEREFORE, Partner hereto agrees as follows:

1. TERM

- a. This Agreement shall be effective concurrently with the EBHV expansion grant from the Minnesota Department of Health, which is June 12, 2019 to December 31, 2022.

2. GRANT IMPLEMENTATION/COMPLIANCE

- a. Partner shall implement the expansion EBHV Grant from the Minnesota Department of Health, for the period June 12, 2019 to December 31, 2022.

- b. Partner will cooperate and collaborate in implementing EBHV expansion grant activities as outlined in the Expansion Grant Agreement and Work Plan, between Rice County Community Health Service and the Minnesota Department of Health, attached as Exhibit A and incorporated into this Agreement by reference.
- c. Partner shall comply with all Grantee Duties and Responsibilities as indicated in the EBHV Expansion Grant Agreement as outlined in Exhibit A.

3. DUTIES OF PARTNER and RICE COUNTY

a. Rice County

- i. Rice County Community Health Service will act as the fiscal agent for purposes of this Agreement and agrees to:
 - Accept all responsibilities associated with the implementation of the grant agreement.
 - Perform financial transactions as part of grant agreement, if applicable.
 - Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report.
 - Provide the records necessary to describe the financial condition of the grant agreement.
 - Provide Partner with the records necessary to describe the financial condition of the EBHV expansion grant agreement
 - Retain fiscal records consistent with the agent's records retention schedule.
- ii. Rice County Community Health Service is designated as the "applicant agency" by the Minnesota Department of Health for this expansion grant.
- iii. Rice County Community Health Service will submit financial invoices to the State of Minnesota for all partner agencies quarterly, with the first invoice due to MDH for Fillmore-Houston expansion activities by July 20, 2019. During the last 3 months of the grant (October – December 2022) invoicing will be done monthly. Once payment is obtained by Rice County Community Health Service, partner agencies will receive reimbursement by Rice County Community Health Service

b. Partners

- i. All partner organizations will provide home visiting staff as outlined in the individual partner EBHV budgets to perform local home visiting activities. Staff will be employed directly by each county.
- ii. Fillmore-Houston CHB will provide an itemized invoice for grant activities to Rice County Community Health Service by the 10th day of the first month for each quarter for activities occurring during the previous quarter.

- iii. The last three months of the grant period - October 2022, November 2022 and December 2022 - itemized invoices for grant activities will be submitted monthly to Rice County Community Health Service. Rice County Community Health Services will supply the form to use for invoicing and tracking to all partner agencies.
- iv. The first invoicing to Rice County Community Health will be due July 10, 2019. Modifications greater than 10 percent of any budget line items shall require approval by Rice County Community Health, in consultation with MDH.
- v. All partner agencies shall seek third party reimbursement for evidence based home visiting program services provided to Medicaid-enrolled families. Earned program income generated by grant-supported activities shall be reinvested in EBHV program for each partner and may be used for allowable costs. Earned program income generated by grant-supported activities shall be reported as required by the Minnesota Department of Health on quarterly reports.

4. FUNDING

- a. As part of this EBHV expansion grant, both Rice County Community Health and Fillmore-Houston CHB developed a budget, and an expansion grant workplan, which was included in the approved expansion project funding from Minnesota Department of Health. Both Rice County Community Health and Fillmore-Houston CHB is eligible to receive up to the amount designated within each of those individual budgets, within each of the budget periods. The total approved budget amounts for the expansion grant project are as follows:

Rice County Community Health Service: \$49,770.00

Fillmore-Houston CHB: \$654,248.00

5. PROGRAM POSITION FUNDING/TERMINATION OF AGREEMENT

- a. All Partners to this agreement understand that the program coordinator position, and any other positions that partner agencies employ to carry out the work of this EBHV grant, will be supported by funding received through the Evidence Based Home Visiting Expansion Grant agreement between Rice County Community Health Service and the State of Minnesota.
- b. Rice County Community Health or any other Partner has no obligation to fund the coordinator position.
- c. Should Rice County Community Health Service not receive funding from the State of Minnesota for the EBHV expansion grant, this Agreement and partner obligations under this Agreement shall immediately terminate upon notice that funding has not been provided by the State. Upon Notice that no funding has been provided, Rice County Community Health or any Partner will have no obligation to provide any funds for the Program Coordinator position.
- d. If only a reduction in grant funding occurs and not a complete lack of funding, all Healthy Families SE Minnesota partners shall meet to discuss options associated with the reduction in Grant funding

and how best to proceed with a reduction in funding. Majority vote shall determine how the reduction will be implemented. Each Partner is entitled to one vote. Fillmore-Houston as a CHB would have one vote.

- e. No partner agency shall be required to pay county funds to continue the grant project if grant funding is reduced or eliminated by the state.
- f. This agreement may be cancelled by any of the parties, at any time, with or without cause, upon thirty (30) days' notice in writing, delivered by mail or in person.
- g. The Agreement shall terminate automatically without any action of the part of any Partner on December 31, 2022.

6. GENERAL PROVISIONS.

- a. Compliance with Laws/Standards. The Partners agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
- b. Indemnification. Each party to this Agreement shall be liable for the acts of its own officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

Each County, further, that in order to protect itself, as well as the County under the indemnity agreement set forth above, will, at all times during the term of this Agreement, have and keep in force automobile insurance, general liability insurance, and workers' compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled "Tort Liability of Political Subdivisions", and other applicable statutes requiring insurance coverage.

- c. Records Retention and Data Practices. The Partners agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act.
- d. Timeliness. The Partners agree to perform all obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. Amendments. Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all Partners hereto.

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: RICE COUNTY COMMUNITY HEALTH SERVICE

BY: _____
Debra Purfeerst, Rice County CHS Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Fillmore-Houston CHB

BY: Deane Bable 8-6-19
Fillmore County Representative Date

BY: _____
Houston County Representative Date

Attachment A -
Expansion Grant Amendment
to original EBFH
Grant



Amendment # 1 for Grant Project Agreement # 141324
Between the Minnesota Department of Health and Rice Co. CHB

Minnesota Department of Health
Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: May 14, 2019

ATTACHMENT: Grant Project Amendment 1

CONTACT FOR MDH: Meredith Martinez, Systems Unit Supervisor, 651-201-2015, Meredith.martinez@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Rice County Community Health Board	Grant Agreement/Project Agreement Number: 141324	Total Grant Funds (all funding sources): \$4,935,072
Grantee SWIFT Vendor Number: 0000197343 SWIFT Vendor Location Code: 001	Period of Performance Start Date: 05/01/2018 Period of Performance End Date: 12/31/2022	Total State Grant Funds: \$4,935,072 Total Federal Grant Funds: \$

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: Rice, County of DUNS Number: 014331219
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	Evidence-based home visiting models to serve families in need

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	May 1, 2018	Current Project Amendment Amount	\$ 704,018
Original Grant Project Agreement Expiration Date:	December 31, 2022	Original Grant Project Agreement Amount:	\$4,231,054
Current Grant Project Agreement Expiration Date:	December 31, 2022	Previous Project Amendment(s) Total:	\$ 0
Requested Grant Project Agreement Expiration Date:	December 31, 2022	Requested Total Grant Project Agreement Amount:	\$ 4,935,072

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Rice County Community Health Board, 320 Third Street NW, Faribault, MN 55021 (hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 141324 ("Original Grant Project Agreement") to provide support to implement or expand existing evidence-based home visiting programs.
 2. Pursuant to Minnesota Session Laws 2017, First Special Session, Chapter 6, Article 18, Section 3, Subdivision 02, the State is empowered to support community health boards, tribal nations and nonprofits providing evidence-based home visiting models identified by the STATE in their communities.
- ~~3.~~ The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below:

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Section 3. "Grantee's Duties and Responsibilities" is amended as follows:

3.1 *Work Plan*. Complete the duties set forth in Exhibit A D-Work Plan, which is attached and when approved, incorporated into this grant project agreement. Any changes to the Work Plan require prior written approval from the STATE'S Authorized Representative. Approved changes to the Work Plan will be incorporated into this grant project agreement. An amendment to the grant project agreement will be required if the changes alter the fundamental GRANTEE'S duties and responsibilities.

3.2 *Target*. After the end of the first year of the contract, if the GRANTEE'S caseload of family slots (see Work Plan) falls below and stays below 85 percent for one month, the GRANTEE must notify the STATE within 30 days. The STATE will work with the GRANTEE to determine how to achieve and maintain the target caseload.

3.3 *Billing Third Parties*. GRANTEE must seek third party reimbursement for Evidence Based home Visiting (EBHV) program services provided to Medicaid-enrolled families. Earned program income generated by grant supported activities must go back into the GRANTEE'S EBHV program, may be used for allowable costs only and must be reported to the STATE as required on Quarterly Reports.

3.4 *Informed Consent for Release of Individual Level Data.* GRANTEE must have a process that asks clients for written informed consent to release ~~provide the STATE with~~ their individual level data to STATE including personal identifiers, for the purpose of evaluating the EBHV program. GRANTEE must inform the clients that a client's decision to not grant consent will not in any way impact the client's family's access to services. GRANTEE should inform clients that they may withdraw consent for release of data to STATE at any time, and that withdrawal of consent will not affect any data that has already been released to STATE. The STATE agrees to protect not public data as outlined in Exhibit B which is attached and incorporated into this agreement.

3.5 *Evaluation.* GRANTEE will participate in the STATE's EBHV program evaluation and reporting activities. GRANTEE must provide the STATE with evaluation data according to the schedules and standards specified by data on clients and families served by the EBHV program for evaluation purposes at a time and in a format required by the STATE. GRANTEE will release ~~provide the STATE with~~ individual level data including personal identifiers to STATE in accordance with the level of informed consent given by the client. GRANTEE will provide the STATE with aggregate data on clients served by the grant program, including clients that do not grant informed consent to release any individual level data to the STATE.

REVISION 2. Section 4. "Consideration and Payment" is amended as follows:

4.1 *Consideration.* The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) *Compensation.* The GRANTEE will be paid according to the breakdown of costs contained in revised Exhibit C and Exhibit E, which is attached and incorporated into this agreement.

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed ~~\$4,231,054~~ \$4,935,072 as follows:

<u>Budget Period</u>	<u>Amount</u>
May 1, 2018 to June 30, 2019 <u>April 30, 2019</u>	\$1,002,179
<u>May 1, 2019 to June 30, 2020</u>	<u>\$1,147,675</u>
<u>July 1, 2019</u> 2020 <u>to June 30, 2020</u> 2021	\$914,409 <u>\$1,101,169</u>
<u>July 1, 2020</u> 2021 <u>to June 30, 2021</u> 2022	\$916,053 <u>\$1,585,725</u>
<u>July 1, 2021</u> 2022 <u>to December 31, 2022</u>	\$1,398,413 <u>\$98,324</u>

Any carryforward from the above budget periods will be determined by the State's Authorized Representative.

(c) *Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in revised Exhibit C and Exhibit E) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit C.

4.2 *Terms of Payment.*

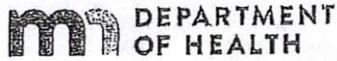
(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted in a timely fashion and according to the following schedule: Quarterly, by the 20th day of the following month with the exception of the last three months of the grant period (October 2022, November 2022, and December 2022) being submitted monthly by the 20th day of the following month.

(b) Federal Funds. Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title V, Section 511 (42 U.S.C. §711), CFDA number 93.870 of the Social Security Act as amended by Section 2951 of the Patient Protection and Affordable Care Act of 2010, including public law and all amendments. The Notice of Grant Award (NGA) number is X10MC29483 and X10MC31149. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[Remainder of this page intentionally left blank.]



Amendment # 1 for Grant Project Agreement # 141324
Between the Minnesota Department of Health and Rice Co. CHB

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 6/6/19

SWIFT Contract/PO No(s): 141324/61192
66293

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Galen Malcher

Title: Board Chairperson

Date: 5/25/2019

By: Sara Foster

Title: County Administrator

Date: 5/28/19

3. MINNESOTA DEPARTMENT OF HEALTH

By: [Signature]

(with delegated authority)

Title: Accounting Supervisor Principal

Date: 6/12/19

Distribution:

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

Exhibit D: Work Plan – Healthy Families Southeast Minnesota Expansion

CHB, Tribal Agency or Organization's Name: Rice County Community Health Board
 CHB, Tribal Agency or Organization's Address: 320 NW 3rd Street, Faribault MN 55021
 Partner Agencies: Fillmore-Houston County Community Health Board
 Work Plan Contact: Deb Purfeerst, Rice County CHS Administrator
 Work Plan Contact Email: dpurfeerst@co.rice.mn.us
 Work Plan Contact Phone: 507.332.5914

General Information

Based on HFA caseload weightings we expect by the end of BP 2 to have reached the target caseload size of 30 families; 15 in Fillmore County and 15 in Houston County. We would then maintain an ongoing caseload size of at least 30 families in Fillmore and Houston Counties.

Budget Period	NFP	Family Spirit	Parents as Teachers	Early Head Start	Family Connects	HFA
#1						15
#2						30
#3						30
#4						30

Measurable activities

In the chart below list at least one objective and related activities within each of the ten topics identified. Be sure measurable activities are specific to the program's identified target population, needs and implementation. "SMART" objectives are specific, measurable, achievable, relevant and time-bound. If your program is experiencing challenges, list activities that will address the challenges and move the program toward success. For CQI, identify your EBHV program's current focus and list activities relevant to the focus on CQI.

Topic	Activities	Time Period	Person responsible
1. Referral network; develop a referral network for incoming referrals to the program and resources that the program will			

Topic	Activities	Time Period	Person responsible
refer families based on need			
a. Expand, Implement and maintain referral network in both Fillmore and Houston (F/H) counties by October 2019	<p>1. Meetings set up with Identified referral sources in both F/H counties to inform about availability of HFA eb/hv services and referral processes.</p> <p>2. Staff review/develop list of current resources for outgoing referrals to support needs of families visited. List updated regularly; minimally annually. This includes ongoing relationship with community resources to ensure information is accurate and up to date.</p> <p>3. Refer, actively assist, and follow-up/track to assure fhv families are connected to and utilizing community resources, which will best support their identified needs.</p>	<p>June-Aug. 2019</p> <p>June-Aug. 2019</p> <p>October 2019 onward</p>	<p>Supervisory staff from both F/H counties</p> <p>Supervisory staff from both F/H counties</p> <p>Home visiting staff from F/H counties</p>
2. Continuous quality improvement: identify CQI team and develop CQI work plan			
a. Staff from F/H counties actively participating in and working on QI efforts with Healthy Families Southeast MN (HFSEMN) Quality Improvement Team by Jan 2020. (Current focus of HFSEMN Regional CQI team: Meet caseload	<p>1. Staff from both F/H counties will participate every 1-2 months in QI committee meetings with reps from all other partnering agencies in HFSEMN partnership (in person/video or phone)</p> <p>2. HFSEMN QI committee reviews data, develops and implements QI initiatives/projects to improve programming, model fidelity, data collection and/or reporting.</p>	<p>Jan 2020 onward, every 1-2 months.</p> <p>Jan 2020 onward, every 1-2 months.</p>	<p>FHV staff or sups from both F/H counties.</p> <p>FHV staff or sups from both F/H counties.</p>

Topic	Activities	Time Period	Person responsible
number goals within first year of funding-tracked at monthly sup/lead regional meetings led by Reg. Coordinator).	3. Supervisory staff from F/H counties, as well as regional program coordinator and other partnering agency sup. staff attend MDH sponsored CQI learning collaborative meetings at least 2x/year.	Jan 2020 onward, every 1-2 months	Supervisory staff from F/H counties; Regional HFSEMN coordinator and sup. staff from other partnering agencies.
3. Community Advisory Board Identify members and purpose of the community advisory board.			
a. Representatives from both F/H counties actively participate in Regional HFSEMN Advisory Board by January 2020. Board Purpose: Provide oversight and assure services best meet family needs. Membership to reflect communities served in our region, in order to better understand our communities' experiences and needs, thus helping meet needs and advance health and racial equity.	1. Staff from both F/H counties will invite and select representation from their counties to be included in our reg. advisory board. Representatives to include public health, community providers, early childhood representatives, and families involved in family home visiting. 2. Representatives from F/H will actively participate on the HFSEMN Adv. Board on a quarterly basis.	November – Dec 2019 Jan 2020 onward	FHV staff or sups from both F/H counties. Representatives from both F/H counties.
4. Program funding, budgeting and sustainability develop			

Topic	Activities	Time Period	Person responsible
a comprehensive summary of overall home visiting budget including all major home visiting funding sources.			
1. Comprehensive tracking and summary of budgets, including expenditures/revenues for this expansion project developed upon initiation of grant, and maintained throughout grant period.	<p>1. All partners involved in this expansion project will utilize accounting staff to track exp. /rev. related to this project on a monthly basis, following standard accounting practices.</p> <p>2. Both F/H counties will bill when possible for third party reimbursements, including enhanced MA reimbursement for EBFHV nurse visits, with intent to maximize third party reimbursements whenever possible and not supplant funds.</p> <p>3. F/H accounting staff will compile accounting information for their CHB and send to RICE (fiscal host) as requested.</p> <p>4. All expansion grant expenses compiled quarterly and invoiced to MDH quarterly, or as directed by MDH.</p> <p>5. Comprehensive summary of home visiting budgets including off set of revenues maintained throughout grant project.</p>	<p>May 2019 onward.</p> <p>Upon initiation of home visiting and ongoing.</p> <p>May 2019 onward.</p> <p>Sept. 2019 onward.</p> <p>Sept. 2019 onward.</p>	<p>Fillmore/Houston/Rice, accounting staff and Directors.</p> <p>Fillmore/Houston/Rice accounting and support staff.</p> <p>Fillmore/Houston accounting/support staff.</p> <p>Rice Accountant and Rice Director/support staff.</p> <p>Rice Accountant and Rice Director/support staff.</p>
5. Reflective practice; develop and implement a plan for how reflective practice will be provided for			

Topic	Activities	Time Period	Person responsible
supervisors and home visitors throughout the grant			
a. Reflective practice initiated for all home visitors by supervisors within 1 month of home visiting.	1. Fillmore and Houston supervisors complete reflective practice training and initiate weekly sessions with home visitors based on caseload sizes and HFA model requirements.	Begin within 1 month of initiation of enrollment of families into EBFHV, and continue on weekly basis throughout grant	Fillmore and Houston supervisory staff.
b. Supervisory staff from F/H counties participate in reflective practice group supervision sessions with other HFSEMN supervisors by Dec. 2019.	1. Fillmore and Houston EBFHV supervisors actively participate in the regional reflective practice monthly group sessions	Dec. 2019 onward	Fillmore and Houston supervisory staff.
6- Required MDH reporting, including quarterly reports and monthly data submission			
a. Fillmore and Houston county data collection and documentation methods in place upon initiation of HFA home visiting	1. F/H counties set up all MDH and HFA data collection forms/tools within PHDoc; or via other spreadsheets if necessary by initiation of home visiting. 2. FHV benchmark and demographic data collected during home visits and documented in records on timely basis.	June – July 2019 Upon initiation of home visiting and onward.	F/H supervisors, PHDoc techs/support staff F/H home visiting staff and supervisors

Topic	Activities	Time Period	Person responsible
b. All FHV reporting to MDH completed within timelines required by MDH.	1. All FHV data submitted securely to MDH from both F/H counties via PHDoc to MDH file transfer site per MDH deadline dates. 2. Expansion project data compiled by Regional Coordinator and submitted per MDH deadline dates.	September 2019 onward September 2019 onward	F/H supervisors F/H supervisors, Regional HFSEMN Coordinator, and RICE Director
7. Model fidelity and accreditation; maintain model approval, affiliation or accreditation and retain model fidelity			
a. HFSEMN will apply for accreditation and complete regional site visit from HFA peer review team by Fall 2020.	1. Fillmore/Houston staff will follow HFSEMN regional policies/procedures to ensure model fidelity. 2. Fillmore/Houston staff will participate in preparation for site visit for Healthy Families SE Minnesota. 3. Fillmore/Houston staff participate in site visit review along with all partners in HFSEMN.	September 2019 onward Summer/Fall 2020 Fall 2020	Home visiting and sup staff from F/H Supervisory staff from F/H Supervisory staff from F/H, in addition to sup staff from regional partners and HFSEMN Reg. Program Coordinator
b. F/H are included in the HFSEMN partnership, which achieves HFA accreditation status for multi county single site, by Fall 2021.	1. F/H will continue all HFA best practices and follow regional policies/procedures to maintain fidelity to model.	Fall 2020 onward	F/H supervisors and home visiting staff.

Topic	Activities	Time Period	Person responsible
	2. F/H and all partners will work with HFA program consultants to obtain full accreditation status.	Fall 2020 – Fall 2021	F/H supervisory staff, In addition to sup staff from regional partners and HFSEMN Reg. Program Coordinator.
8. Integrating into the early childhood system; develop a plan with community partners and implement throughout the grant.			
a. Family home visiting services integrated into the local early childhood system upon initiation of evidence-based family home visiting.	<p>1. Parent Survey and family home visiting services will be offered in a manner that positively links families to local supports such as primary medical/dental care; ECFE; WIC; Follow Along; Help me Grow; library programs, and other social supports within the early childhood system.</p> <p>2. Utilize referral resource listing to ensure integration with all early childhood services within area.</p> <p>3. Regularly review with home visitors local supports for families with young children and importance of coordination between systems.</p>	<p>August 2019 onward</p> <p>August 2019 onward</p> <p>August 2019 onward</p>	<p>F/H family home visiting staff</p> <p>F/H family home visiting staff</p> <p>Supervisors in F/H counties</p>
9. Meeting target caseload; achieve a full caseload or families to be served and maintain the caseload at 85% during the grant.			

Topic	Activities	Time Period	Person responsible
a. Recruit and hire necessary staff for HFA model by July 2019.	1. Fillmore and Houston counties will post and hire for any necessary staffing positions for this project.	May- July 2019	Fillmore and Houston counties supervisory staff/HR staff
b. All staff providing HFA services will receive model required orientation and training to begin home visiting and survey work by September 2019.	1. Regional HFSEMN Coordinator will review orientation and training requirements and needs with Fillmore and Houston supervisory staff.	May – June 2019	Reg. Coordinator and F/H supervisory staff
	2. Staff will complete required online modules as well as all required trainings prior to home visiting. This includes stop-gap training completed if there will be a gap before formal HFA and curriculum training is available.	June – September 2019	F/H counties family home visiting staff
c. Staff providing HFA services receive all required trainings within 1 year of hire.	1. F/H supervisors work with Reg Coordinator to identify and register for staff trainings (Integrated Strategy; Survey and Growing Great Kids Curriculum).	June – Sept 2019	Reg Coordinator and F/H Supervisory staff
	2. Staff and sups attend trainings necessary for their role.	June – Oct 2019 and onward for replacement staff	F/H supervisors and home visiting staff
	3. Wrap around trainings completed per model requirements.	Sept 2019 onward	F/H supervisors and home visiting staff
	4. All staff receive at least one training with intent to increase cultural humility.	Sept 2019 onward	F/H supervisors and home visiting staff
	5. Staff trained before administering screening tools	Sept 2019 onward	F/H supervisors and home visiting staff

Topic	Activities	Time Period	Person responsible
d. Monthly tracking of caseload enrollments and work with partners to ensure targeted caseload size	<p>such as ASQ/ASQSE; depression screens; or other evaluation tools or screening/assessment Instruments.</p> <p>1. F/H sups review monthly with Regional coordinator caseload sizes</p> <p>2. F/H sups consult with Reg. Coordinator and other HFSEMN partners as needed if cross county coverage needed for staffing shortages, etc. to help assure target caseload size.</p>	<p>Sept 2019 onward</p> <p>Sept 2019 onward</p>	<p>F/H supervisors and Reg. Coordinator</p> <p>F/H supervisors; Reg Coordinator; and other HFSEMN partner supervisors</p>
10. Recruiting and enrolling families:			
a. One step screening process implemented in both Fillmore and Houston counties to determine eligibility and offer home visiting services by September 2019.	<p>1. One step screening will be administered at WIC sites in both F/H counties, in addition to other times, for prenatal/postpartum women.</p> <p>2. Screening tool reviewed, and if positive, home visiting service option will be explained and offered to families. Evidence-based fhv will one of the fhv options.</p>	<p>August 2019 onward</p> <p>August 2019 onward</p>	<p>F/H WIC/Public Health staff. (Screening tool may be self-administered by prenatal/postpartum women also)</p> <p>F/H supervisory staff and home visiting staff</p>
b. Enrollment and Implementation of HFA home visiting by September 2019, reaching target caseload of 30 families by June 2021.	<p>1. Parent survey visit will be scheduled if family chooses EBFHV and completed at home visit.</p> <p>2. Survey reviewed with supervisor and family home visitor if family accepts ongoing home visiting.</p>	<p>August 2019 onward</p> <p>August 2019 onward</p>	<p>F/H home visiting staff</p> <p>F/H supervisor and parent survey visitor</p>

Topic	Activities	Time Period	Person responsible
	3. Survey visit documented and stored in PHDoc	August 2019 onward	Parent survey visitor
	4. Home visitor assigned and home visiting begins following HFA best practice standards and regional policies/procedures, including documentation of visits and data collection.	August 2019 onward	F/H supervisory staff and home visiting staff
	5. Ongoing intensive visiting under HFA model, following caseload weights, reaching target caseload by June 2021.	September 2019 onward	F/H supervisory staff and home visiting staff

EVIDENCE OF EFFECTIVENESS

Healthy Families America® (HFA) is the nationally-recognized, evidence-based home visiting program of Prevent Child Abuse America®. By supporting parents in the home, HFA focuses on building nurturing, safe and trusting relationships between caregiver and child to maximize opportunities for all children –and parents– to reach their full potential.

Rigorous research demonstrates HFA's effectiveness in addition to meeting the criteria for federal funding through the Maternal Infant Early Childhood Home Visiting (MIECHV) program. **HFA's most rigorous evidence comes from 19 publications of randomized control trials, comparing the positive changes for HFA families to a randomized control group of families who did not receive HFA services.** HFA shows impacts in all eight domains examined by the Home Visiting Evidence of Effectiveness (HomVEE) review for the MIECHV program, including:

INCREASE IN POSITIVE PARENTING PRACTICES

HFA parents had more confidence in themselves as parents and did more to promote healthy child development, such as having more positive interactions with their children, and providing higher-quality and safer homes. Parents also used more positive discipline with less yelling and less physical punishment compared to families who did not receive HFA home visiting services.

IMPROVEMENT IN CHILD HEALTH

HFA reduced the rate of low birth weight births by 48% among moms who enrolled prenatally, and increased the number of moms who chose to breastfeed. More children had health insurance and a primary care provider, in addition to receiving more well-baby visits and fewer visits to the emergency room.

HFA REDUCED THE RATE OF LOW BIRTH WEIGHT BIRTHS BY



REDUCTION IN JUVENILE DELINQUENCY, FAMILY VIOLENCE AND CRIME

Moms in HFA reported engaging in 30-40% less intimate partner violence.



IMPROVEMENT IN CHILD DEVELOPMENT AND SCHOOL READINESS

Children enrolled in HFA showed improvements in cognitive development and had fewer behavior problems. By first grade, more children were in gifted programs and fewer were retained or received special education services.

REDUCTION IN CHILD MALTREATMENT

HFA reduced child maltreatment according to parents' self-reports, which provide a more comprehensive measure of child maltreatment than official cases. First-time moms who enrolled prenatally and moms with prior CPS involvement experienced the greatest benefits.

IMPROVEMENT IN FAMILY ECONOMIC SELF-SUFFICIENCY

HFA moms were more likely to continue their education, including teen moms who were seven times more likely to complete at least one year of college compared to those who did not receive HFA services. Also, 32% fewer young moms reported being homeless.



IMPROVEMENT IN MATERNAL HEALTH

HFA reduced pregnancy complications by 70%, bolstered mothers' mental health, and lowered parenting stress. HFA helped moms avoid risky behaviors, including reducing alcohol and marijuana use by nearly half and increasing the use of condoms by almost 40%.



INCREASE IN LINKAGES AND REFERRALS

HFA connected families with essential community services, including family planning. Through HFA, more families enrolled in TANF, and received greater SNAP benefits.

HFA's most rigorous evidence demonstrates the positive outcomes for children and parents and how HFA is helping to strengthen families and promote child well-being.

History of Healthy Families America

Prevent Child Abuse America and Healthy Families America are committed to making a difference in the lives of children and families wherever possible, and since 1992 HFA has been doing exactly that. HFA is a voluntary home visiting program that was founded on the ideals of excellence, trust, and transformation and was launched in 1992 by [Prevent Child Abuse America](#) (formerly known as the National Committee to Prevent Child Abuse) with funding from [Ronald McDonald House Charities](#). The program was designed to promote positive parenting, enhance child health and development and prevent child abuse and neglect.

Since its inception in 1992, the number of HFA program sites has grown from 25 to 624 and today nearly 100,000 families are served annually in 35 states, the District of Columbia, Canada and 6 U.S. Territories. HFA is unique from other home visiting models in that it is flexible enough to be used in all kinds of communities, whether urban, rural, rich or poor.

In 2011, HFA was recognized by the U.S. Department of Health and Human Services as one of seven proven home visiting models, a distinction that came after a thorough review of research into more than 250 models. Furthermore, HFA is the only national home visitation model that requires its programs to successfully complete a comprehensive accreditation process that is linked to best practice standards.

Jeff Babinski

From: Anderson, Brad <brad.anderson@co.goodhue.mn.us>
Sent: Tuesday, August 20, 2019 8:04 AM
To: Brian Buhmann; Arneson, Scott; Scott Goldberg; Bobbie Vickermn; Jeff Babinski; Jim Elmquist; Sara Folsted; Ken Fritz; Trish Harren; Tom Jensen; Heidi Welsch
Subject: Fwd: August 2019 AMC Board Summary

Follow Up Flag: Follow up
Flag Status: Flagged

This message was sent securely using Zix®

Administrators and coordinators

Following is the report from our recent meeting. Please share with your commissioners as you determine. I ask you to all encourage your commissioners and staff to attend the policy conference to set the agenda for the next legislative session. Meaningful input from all involved in the day to day work county officials direct helps drive accurate platforms to influence positive legislation. If not able to attend please forward concerns and background for policy to the AMC policy staff. With all going on in the DHS department having a voice with legislators and the Governor is key to make sure changes made meet the needs and concerns of county staff and Commissioners.

Thank you all for the important work you do every day keeping the work of serving citizens at the forefront daily. Enjoy the last of summer!

Brad Anderson
Goodhue County Commissioner
District 2, AMC District 9 Representative

Begin forwarded message:

Association of Minnesota Counties Board Meeting Summary

The AMC Board of Directors held a strategic planning session on August 15-16, 2019.

- **Policy Development:** The board tried out a process to find common ground on contentious legislative policy issues. The example issue we discussed for this simulation was transportation funding, specifically what ideas we might have for funding the transportation needs across all counties. The board members thought the process helped to increase knowledge on the topic and identify possible options. The board recommended that AMC staff bring some of the same discussion topics to fall district meetings and to the Transportation Policy Committee. The goal of the board retreat was not to change AMC's transportation policy position, but to test out new methods of consensus building that we might use throughout the association.
- **Communications:** The board discussed communications and member engagement and reflected on the communications audit conducted by

Rosedahl Public Affairs. In general, members are pleased with AMC communications, so only small changes will be implemented. A number of new member engagement activities are being deployed and data is being collected about member engagement.

- **Strategic Plan Accomplishments:** The board discussed the strategic plan accomplishments from 2016-2019. The document will be posted on the AMC website soon and is attached to this email.

In addition to strategic planning, the Board took action on:

- **Cooperative Purchasing:** the board approved a Memorandum of Understanding with Sourcewell regarding endorsement of its cooperative purchasing program. The board will consider a contract with Sourcewell at the September board meeting.

Upcoming events

- **Fall Policy Conference** – The Fall Policy Conference is September 12-13 at the Arrowwood Conference Center in Alexandria, MN. Registration is available online here:
http://www.mncounties.org/meetings_and_education/fall_policy_conference.php

Important Updates for Board Members

- **Next AMC Board Meeting** – The next meeting of the AMC Board of Directors is Wednesday, September 11 from 2:00 p.m. – 5:00 p.m. at Arrowwood Conference Center.

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Holte
Udahl

LEASE AGREEMENT
BETWEEN
THE COUNTY OF HOUSTON
AND
DENNIS AND ANNETTE HOLTE

THIS LEASE AGREEMENT made and entered into by and between the County of Houston, by and through its Board of Commissioners, (hereinafter referred to as "HOUSTON" or "LANDLORD"), and Holte Farms by Dennis and Annette Holte, individuals, (hereinafter referred to as "TENANT") of Spring Grove, Minnesota.

WHEREAS, the Houston County Board of Commissioners are empowered by Minn. Stat. §375.18, to govern County property; and

WHEREAS, HOUSTON owns and has under its control real property located in the County of Houston, Minnesota; and

WHEREAS, TENANT intends to use the property for agricultural purposes; and

NOW THEREFORE, LANDLORD and TENANT, in exchange for their mutual promises herein the parties agree as follows:

1. LEASED PREMISES

1.1 LANDLORD grants and TENANT accepts the lease of the following described leased real property in the County of Houston, Minnesota: more particularly described as:

Approximately 22.16 acres more or less, of cropland located immediately south of Highway 76 in the NW1/4 NW1/4 Section 13-102-6, (hereinafter referred to as "PROPERTY"). (See Exhibit A)

1.2 Unless otherwise provided in this Lease Agreement (hereinafter "LEASE"), the TENANT is taking the PROPERTY in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT is taking possession of the PROPERTY is evidence that the PROPERTY was in tenantable condition, and fit for crop farming as of the day of occupancy.

1.3 TENANT shall have uninterrupted use and occupy PROPERTY for agricultural purposes, specifically for cultivation and for no other purposes. No other uses shall be permitted during the term of this LEASE.

1.4 TENANT agrees to return the PROPERTY to the LANDLORD in the same or similar condition prior to this tenancy.

2. TERM

The LANDLORD hereby leases to TENANT granting TENANT permission occupy PROPERTY described herein for a term beginning on April 15, 2017 and ending at 12:00 AM April 14, 2020. At the end of this term, should TENANT desire to continue this LEASE, any renewal or new agreement to use the PROPERTY must be approved by the LANDLORD's authorized representative listed in clause 4, herein.

3. CONSIDERATION

PAYMENT OF RENT

As rent for the PROPERTY and in consideration for all covenants, representations and conditions of this LEASE, TENANT shall pay to LANDLORD the sum of *FIVE THOUSAND SEVEN HUNDRED SIXTY-ONE and 60/100 Dollars (\$5,761.60)* for each annual term of the LEASE, such amount to be paid in single annual installments, promptly and with no invoicing, by check or money order made payable to the order of The Houston County Treasurer. Rent paid more than five days late is subject to a late fee calculated as 15% of the annual rate due and payable. Rent shall be paid in accordance with the following schedule:

Lease Period	Annual Rent	Rent Payment Due Date
15 Apr 2017- 14 Apr 2018	\$5,761.60	1 Apr 2017
15 Apr 2018- 14 Apr 2019	\$5,761.60	1 Apr 2018
15 Apr 2019- 14 Apr 2020	\$5,761.60	1 Apr 2019
Total due over Term		

TENANT is not required to pay a security deposit to the LANDLORD.

4. AUTHORIZED REPRESENTATIVES

LANDLORD's authorized agent: Char Meiners, Auditor
Address: Room 116
304 South Marshall Street
Caledonia, MN 55921
Phone: (507) 725- 5801
Email: char.meiners@co.houston.mn.us

TENANT: Dennis and Annette Holte
Address: 19513 County 11
Spring Grove, MN 55974
Phone: 507-459-5031
Email:

5. DUTIES OF TENANT

TENANT agrees to:

- Follow control soil erosion according to generally recommended farming practices that are best adapted to this type of land and for this locality; keep in good repair any all terraces, open ditches, inlets and outlets of tile drains that may currently exist and refrain from any operation or practice that will injure such structures.
- Furnish all labor, machinery, and movable equipment related to the cultivation of PROPERTY at TENANT's expense.
- To use due diligence to prevent noxious weeds from going to seed on PROPERTY at TENANT's expense, and to cut the weeds in fence rows and along roads.
- To conduct all operation on the PROPERTY in a manner consistent with all applicable local, state, and federal codes, regulations, and statutes and shall bear the sole responsibility for any violations thereof.
- Not to erect any temporary or permanent structures on PROPERTY.
- Immediately yield possession of PROPERTY at the termination of this LEASE.

6. HOLDING OVER

In the event TENANT remains in possession of the PROPERTY after the expiration of this LEASE and without the execution of a new lease, it shall be deemed occupying PROPERTY as a tenant, subject to all the conditions, provisions and obligations of this LEASE insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than ten days, the amount of Rent due each month will be the annual amount listed above doubled and divided by 12. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises.

7. DEFAULT BY TENANT

If TENANT defaults in any of its promises or covenants under this LEASE and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- Terminate the LEASE and recover from TENANT all damages it has incurred by reason of such breach;
- Re-enter the PROPERTY and remove all persons and property from the PROPERTY, without terminating the LEASE or releasing TENANT from its obligations under the LEASE;
- Re-let the PROPERTY without terminating the LEASE. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of Rent due and owing under this LEASE. If the amount received from re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.

8. LIABILITY

It is understood that nothing contained herein is intended or should to be construed in any manner as creating or establishing a partnership or agency relationship. The LANDLORD shall not be liable or responsible in any manner to TENANT's subcontractors, material men, laborers, or to any other person whomsoever, for any claims, demands, actions, or causes of action of any kind or character arising out of or by reason of the execution of this LEASE.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this LEASE. Additionally, in the event of any legally-prohibited release of materials to the environment, the operator will indemnify the LANDLORD for any costs of environmental remediation and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner as a result of such release.

Nothing contained in this paragraph, however, shall be construed to release the TENANT from liability for failure to properly perform duties and responsibilities assumed by TENANT under this AGREEMENT.

9. INSURANCE

TENANT agrees that at all times during the term of this AGREEMENT to maintain:

- Comprehensive General Liability - \$1 million minimum per occurrence; and
- Excess Liability Coverage - \$2 million over the general coverage.

TENANT agrees to maintain the above required insurance during all periods of TENANT's occupancy of PREMISES. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to LANDLORD by TENANT for each calendar year covered by the term of this LEASE. See Exhibit B.

10. ASSIGNMENT, SUBLETTING, LIENS

TENANT shall not assign nor transfer this LEASE or any interest herein, nor sublet said PROPERTY.

TENANT shall have no right to encumber or subject the interest of LANDLORD in the PROPERTY to any mechanic's liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within 10 days after the date of recording of the lien. TENANT shall be liable to LANDLORD for any LANDLORD's costs and attorney fees incurred in the discharge of the lien and the enforcement of this clause.

11. TERMINATION

This LEASE may be terminated by LANDLORD for material breach upon thirty (30) days written notice prior to the termination to TENANT.

After year one of LEASE the LANDLORD or TENANT may terminate this LEASE with or without cause by providing written notice to the other party at least thirty days prior to March 15 of the next Lease Period set forth in section 3, above.

12. SURRENDER of PROPERTY

TENANT hereby agrees that at the expiration of LEASE or the earlier termination of this LEASE:

- 12.1** TENANT shall remove its personal property and vacate and surrender possession of the PROPERTY LANDLORD to by the end of the day the LEASE terminates in as good condition as when TENANT took possession, ordinary damage by the elements excepted.

12.2 All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by LANDLORD without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay LANDLORD all expenses incurred in connection with LANDLORD's disposition of such personal property, including without limitation the cost of repairing any damage to PROPERTY caused by removal of such property. TENANT'S obligation to pay all of LANDLORD'S expenses incurred in connection with removal of TENANT'S personal property shall survive the termination of this Lease.

13. FORCE MAJEURE EVENT

In no event will either party be liable for failure to perform hereunder due to contingencies beyond the party's reasonable control.

14. WAIVER

Any waiver by either party of any provision of this AGREEMENT shall not imply a subsequent waiver of that or any other provision.

15. AMENDMENT/AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. JURISDICTION/VENUE

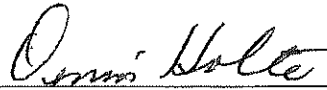
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the contract shall be venued in Houston County, Minnesota.

17. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this AGREEMENT: 6. Holding Over; 8. Liability; 12. Surrender of Property; and 16. Jurisdiction/Venue. The provisions of this AGREEMENT shall extend to and be binding upon TENANT and the LANDLORD and their respective legal representatives, successors and assigns.

In witness of their acceptance of the terms of this license agreement, LANDLORD and TENANT by their duly authorized representatives hereby execute this AGREEMENT this ____ day of February, 2017.

TENANTS

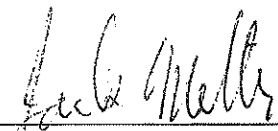
By: 
Dennis Holte

February 3, 2017

By: 
Annette Holte


February 3, 2017

FOR HOUSTON COUNTY

By: 
Jack Miller
HC Board Chairperson

February 7, 2017

APPROVED AS TO FORM AND EXECUTION

By: 
Samuel Jandt,
Houston County Attorney

February 7th, 2017

EXHIBIT A

SITE MAP

EXHIBIT B

CERTIFICATES OF INSURANCE



**FARM BUREAU MEMBER'S CHOICE
PERSONAL PACKAGE POLICY
LIABILITY INSURANCE CERTIFICATE**

POLICY #: 0000000008024869

CERTIFICATE ISSUED TO:
CHAR MEINERS, AUDITOR ROOM 116
304 SOUTH MARSHALL STREET
CALEDONIA, MN 55921

FIRST NAMED INSURED:
DENNIS HOLTE
19513 COUNTY ROAD 11
SPRING GROVE, MN 55974

EFFECTIVE DATE: 04-20-2016

EXPIRATION DATE: 04-20-2017

INSURANCE COVERAGES

- | | |
|---|--|
| <input type="checkbox"/> Personal Vehicle Liability * | <input type="checkbox"/> Farm/Ranch Employer Liability |
| <input type="checkbox"/> Personal Liability | <input type="checkbox"/> Business Liability** |
| <input type="checkbox"/> Personal Injury Liability | <input checked="" type="checkbox"/> Umbrella Liability |
| <input type="checkbox"/> Farm/Ranch and Personal Liability*** | |

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE

LIMIT

UMBRELLA LIABILITY

Umbrella Aggregate
Self Insured Retention

\$2,000,000 Each Occurrence/Offense
\$1,000

- * Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

- ** Business Liability includes bodily injury, property damage and personal injury/advertising injury.

- *** For certificates issued to lessors or lienholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:

- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.

AUTHORIZED REPRESENTATIVE

5400 UNIVERSITY AVENUE • WEST DES MOINES, IOWA 50266-5997 • 515-225-5400 • www.fbfs.com
Farm Bureau Life Insurance Company* | Farm Bureau Property & Casualty Insurance Company* | Western Agricultural Insurance Company* | *Company providers of Farm Bureau Financial Services

PKMN.NFO02.1010



FARM BUREAU MEMBER'S CHOICE
PERSONAL PACKAGE POLICY
LIABILITY INSURANCE CERTIFICATE

POLICY #: 000000008024869

CERTIFICATE ISSUED TO:

CHAR MEINERS, AUDITOR ROOM 116
304 SOUTH MARSHALL STREET
CALEDONIA, MN 55921

FIRST NAMED INSURED:

DENNIS HOLTE
19513 COUNTY ROAD 11
SPRING GROVE, MN 55974

EFFECTIVE DATE: 04-20-2016

EXPIRATION DATE: 04-20-2017

INSURANCE COVERAGES

- | | |
|--|---|
| <input type="checkbox"/> Personal Vehicle Liability * | <input checked="" type="checkbox"/> Farm/Ranch Employer Liability |
| <input type="checkbox"/> Personal Liability | <input type="checkbox"/> Business Liability** |
| <input type="checkbox"/> Personal Injury Liability | <input type="checkbox"/> Umbrella Liability |
| <input checked="" type="checkbox"/> Farm/Ranch and Personal Liability*** | |

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE

FARM/RANCH AND PERSONAL LIABILITY
Bodily Injury/Property Damage

LIMIT

\$1,000,000 Each Occurrence

- * Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

- ** Business Liability includes bodily injury, property damage and personal injury/advertising injury.

- *** For certificates issued to lessors or lienholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:
- Any "occurrence" that takes place after the equipment lease expires;
 - Any "damages" arising out of the negligence of the additional insured; or
 - "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.

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HOUSTON COUNTY
LBS FOR 2019 RESIDENTIAL HHW & AG CHEMICALS & PHARMACEUTICAL COLLECTIONS

		Latex	Oil	Non Haz		Flam Liq Aerosols	Poison Toxic Corrosiv	Medication Sharps	Medication Waste	Haz Misc Waste	Oxidizer	Mercury	Other Waste	Agriculture Chemicals	Total Lbs.	Total
		Free Paints	Free Paints	Paints Solvents	Households Participating											
Houston Recycling Center	5/23/2019	2521	670	53	589	129	125.25						26	143.5	4256.75	65
Spring Grove		1663	693	77	521	19	81	13	29	8	8		Batteries 5	166	3283	43
La Crescent	7/11/2019	4340	768	211	1365	136	7	40.8	15	28	1	12	225	7148.8	113	
	8/19/2019															
TOTAL		8524	2131	341	2475	284	213.25	53.8	44	36	9	43	534.5	14688.55	221	