



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 (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, October 27, 2020, County Board Room, Historic Courthouse

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 94959716032 and password 618489. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- October 13 - Board Meeting
- October 20 – Board Meeting and Workgroup Session

PUBLIC COMMENT

COVID-19 Update from Public Health

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) Approve 2021-2022 CREST Agreement. (Pugleasa)
- 3) Approve Community Health Board – Joint Powers Agreement and Delegation Agreement. (Pugleasa)
- 4) Affirm the following personnel actions:
 - i. Board of Adjustment
 1. Advertise for three vacant positions, with understanding two board members may re-apply for additional terms (Hafner completing 2nd term, Anderson completing 1st).
 - ii. Planning Commission
 1. Advertise for two vacant positions, with understanding two board members may re-apply for additional term (Hafner completing 2nd term, Hammell completing 2nd term).

APPOINTMENTS

- 9:40** **Presentation by Kurt Wayne, Principal Planner, MnDOT District 6 – Annual County Outreach and Planning update**
- 10:15** **Closed Session – Closed Session pursuant to MN Stat. 13D.05, Subd. 3, (b) Attorney/Client Privilege – Schutz Quarry MCIT File No. 18PC0852 with Attorney Jay Squires**

ACTION ITEMS

- 1) Consider approving Bid Package 13A Pre-Engineered Metal Building – supply only, package 31A Sitework, and Unit Prices 1-3. (Pogodzinski)
- 2) Consider rejecting Bid Package 13B Fabric Covered Steel Framed Storage Building. (Pogodzinski)
- 3) Consider approving Airport Farmland Lease agreement. (Pogodzinski)

DISCUSSION ITEMS

- 1) Administrator Updates
 - a. AMC Dues Notification
 - b. Public Hearing in conjunction with October 27 Board Meeting to review 2021 Fee Schedule, to include increase in Solid Waste Fees charged to Cities and Townships and addition of fee for Chloride treatment along County Highway gravel roads.
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

Board of Adjustment

HCZO 12.2:

12.2 MEMBERSHIP

The Board of Adjustment shall consist of not less than three (3) nor more than seven (7) members of which at least one (1) shall be a member of the County Planning Commission and one (1) shall be from the unincorporated area of the County. Any elected officer of the County or employee of the Board of County Commissioners shall be excluded from membership. The Board of Adjustment members shall be appointed by the County Board of Commissioners for terms coinciding with terms on the County Planning Commission.

BOA Membership

First	Last	Term Begin	Term #	Term End
Larry	Hafner	2/9/2016	2	12/31/2020
Ken	Visger	1/24/2017	2	12/31/2022
Ken	Anderson	3/6/2018	1	12/31/2020
Bryon	Van Gorp	5/8/2018	1	12/31/2020
Franklin	Hahn	1/28/2020	1	12/31/2022

Planning Commission

HCZO 11.2 Subd. 2:

Subdivision 2. Term of Office, the Filling of Vacancies and Removal from Office.

Members of the Planning Commission shall serve at the pleasure of the Board.

- (1) The term of office is three (3) years and may be continued in three (3) year terms for a maximum of three (3) consecutive terms equaling nine (9) years. Past members are required to sit out one full term before being reappointed for a position. These limits are at the discretion of the Board.
- (2) The Board shall make appointments to fill vacancies on the Planning Commission. Appointments to fill an unexpired term of office shall be for the remaining term of the office. All other appointments shall be at the completion of a three (3) year term.
- (3) Members may be removed from office, prior to the completion of the term of office, by a majority vote of the Board.

Planning Commission Membership

First	Last	Term Begin	Term #	Term End
Wayne	Feldmeier	1/28/2020	1	12/31/2022
Robert	Conway	5/14/2019	1	12/31/2021
Larry	Hafner	1/1/2015	2	12/31/2020
Edward	Hammell	1/1/2015	2	12/31/2020
Richard	Schild	1/21/2014	3	12/31/2022
James	Wieser	1/1/2016	2	12/31/2021
Greg	Myhre	5/1/2019		

**HOUSTON COUNTY
SEARCH CHECK LIST
Board of Adjustments Vacancies**

1. The Clerk to the Board shall the post notice of vacancy and application directions on the County website, local papers, and forward to all township clerks for a minimum period of 2 weeks prior to the application deadline.
2. The HR Director, in consultation with the Zoning Administrator, and Environmental Services Director shall prepare and submit application questions to the Board of Commissioners for input and/or approval prior to posting.
3. Applications will be accepted from persons residing in the County with a goal of representation from all Commissioner districts.
4. To be considered interested residents must submit completed applications to the Personnel Office by the posted deadline.
5. Copies of completed applications will be forwarded to commissioners for their individual evaluation. Note, the HR Director will redact private/non-public information from each application. Each commissioner shall rank-order the candidates for each vacant position and return the application materials and their ranked evaluations to the Human Resources Director for compilation.
6. The 2 highest ranked candidates will be invited to interview following the process set forth below. In the event more than 2 candidates receive equivalent top rankings, all candidates with tied top scores shall be invited to interview.
7. The interview committee should consist of:
 - The County commissioners appointed to the Board of Commissioners Personnel Committee;
 - The Zoning Administrator; and
 - The HR Director, * Ex Officio (EEO and process oversight).
8. The Personnel Office shall invite finalists for interview and set the interview calendar.
9. The HR Director, in consultation with the Zoning Administrator, shall prepare interview questions.
10. The search committee shall forward its recommendation for appointment, along with interview summaries, to the County Board of Commissioners. *HR Director is responsible for redacting private/non-public information.
11. The Board of Commissioners should consider the committee's recommendation at its next regular meeting.

12. In the event of a failed search the County will solicit applications in the manner set forth above from all districts.

File #12

**HOUSTON COUNTY
PLANNING COMMISSION**

JAN 16 2018

**VACANCIES
(adopted 5/16/17)**

- 1. The Clerk to the Board shall post notice of vacancy and application directions on the County website, local papers and forward to all township clerks for a minimum period of two (2) weeks prior to the application deadline.**
- 2. Applications will be accepted from persons residing in the County with a goal of representation from all Commissioner Districts.**
- 3. The HR Director, in consultation with the Zoning Administrator and Environmental Services Director shall prepare the application questions.**
- 4. To be considered, interested residents must submit completed applications to the Personnel Office by the posted deadline.**
- 5. All eligible applications shall be forwarded to the Board of Commissioners with sufficient time for review. Each Board member shall review and rank order all applicants.**
- 6. The two top candidates shall be voted on by the full County Board.**
- 7. The HR Director is responsible for redacting private/non-public information and provides process oversight/EO.**
- 8. In the event of a failed search the County will solicit applications in the manner set forth above from all districts.**

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: 10/22/2020

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 2021-22 CREST Agreement. This is a regional agreement that establishes collaborative multi-county services for adult mental health services, and access to Adult Mental Health Initiative (AMHI) funds.

Attachments/Documentation for the Board's Review:

Two copies of agreement for review and signature.

Justification:

Action Requested:

Approve and sign agreement.

For County Use Only						
Reviewed by:	<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"/>	
<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.

**COOPERATIVE AGREEMENT
CREST INITIATIVE
2021-2022**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance which is comprised of Dodge County, Steele County and Waseca County, Wabasha County, and Winona County (“Participating Counties”) have agreed to integrate State financial resources into the CREST Initiative (“CREST”); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with Minn. Stat. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, CREST membership is comprised of: representatives from each Participating County including one representative from the 3 counties which make up the Minnesota Prairie County Alliance and one representative from the Department of Human Services, Mental Health Division; and

WHEREAS, by integrating State financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, the Minnesota Department of Human Services allocates Adult Mental Health Initiative Grant funding to Olmsted County, who is the authorized fiscal host of the CREST Region.

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into CREST for Calendar Years 2021 and 2022, from January 1, 2021 to December 31, 2022. The total of the State funded allocation for calendar years 2021 and 2022 is \$4,595,908.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of CREST related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of CREST may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$4,595,908.00 total.
4. CREST funds will be allocated as determined by the regional management team throughout the 8 participating CREST County agencies and reviewed quarterly.

5. If the State requests that allocated funds distributed through CREST be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive \$160,000.00 to act as fiscal host for these CREST funds. Fiscal host duties shall include, but are not limited to:
 - a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
 - b. Performing all CREST accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
 - a) All expenditures must be for services, or items necessary for the delivery of those services.
 - b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance). Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
 - c) The budgets, expenditures, and programs are subject to periodic review by the Commissioner of DHS.
 - d) Expenditures shall be reported by Olmsted County to DHS on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895).
 - e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
 - 2) Implement CREST-specific contracts with existing and potential providers of CREST-funded services.
 - 3) Ensure that the contracted providers are billing eligible insurance before accessing CREST grant funding.
 - 4) Ensure that participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over \$50,000.
 - 5) Ensure that Participating Counties and contracted providers are completing all required data reporting, including the Adult AMHI Reporting Tool.

- a) Participating Counties will complete and submit to Olmsted County on a quarterly basis the Adult AMHI Reporting Tool within 15 days of the end of the quarter.
7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
9. Each Participating County acknowledges that it has received a copy of the *2021-2022 Minnesota Department of Human Services County Grant Contract* for AMHI and CSP funding and will comply with all grant provisions in the document.
10. If the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation but staff absences or work load may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to CREST and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
13. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
14. The Participating Counties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
15. The term of this Agreement shall be from January 1, 2021 through December 31, 2022 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 16 below.
16. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing CREST-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

17. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services – Contracting Division, Attention: Jill Schmidt, 2117 Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management
18. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.

19. 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, understanding, 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.

COUNTY OF _____

By: _____
Title: Chairperson of the County Board

Dated: _____

ATTESTED TO:

By: _____
Title: County Administrator

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Title: Lead County Attorney

Dated: _____



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (“STATE”) and Olmsted County, an independent grantee, not an employee of the State of Minnesota, located at 2100 Campus Drive SE, Suite 200, Rochester, MN 55904 (“COUNTY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the “Minnesota Comprehensive Adult Mental Health Act”), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

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

2. COUNTY'S DUTIES.

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

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

1. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated in Attachment B is to be dispersed over two calendar years. In calendar year 2021, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.
2. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements,

rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

3. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **six million, twenty three thousand, six hundred eighty four dollars (\$6,023,684)**.
- d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. Advance.** The COUNTY will receive one initial payment of **seven hundred fifty two thousand, nine hundred sixty one dollars (\$752,961)** pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.
- b. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**
- c. Reconciliation.** Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY. If actual

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

expenditures by the COUNTY are less than listed in the total approved program budget at the end of the CONTRACT, the STATE shall reduce the final payment so as not to exceed total expenditures.

4. CONDITIONS OF PAYMENT.

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

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

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Gertrude Matemba-Mutasa** or successor. Phone and email: **gertrude.matemba-mutasa@state.mn.us, 651-431-6408**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Matt Flynn** or successor. Phone and email: **507-328-6400, flynn.matt@co.olmsted.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Dan Jensen** or successor. Phone and email: **507-328-7450, jensen.dan@co.olmsted.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

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

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

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

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

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

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

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

20. OTHER PROVISIONS

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

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

20.3. Open Meeting Law. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. Complaints. COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; from a partnering entity; from a community organization; or from a state, federal, or other health oversight agency. STATE will provide technical assistance for process improvements related to complaints received.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

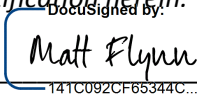
Contracting and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

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

By:  _____
DocuSigned by: 141C092CF65344C...

Title: chair

Date: 10/6/2020 | 8:46 PM CDT

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/21-12/31/22.

Objective	Description of Tasks and Deliverables	Evaluation Method
AMHI only		
Have written policy and procedures governing accounting and operational procedures	<ul style="list-style-type: none"> Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement) Decision-making process document or description Contingency planning (see section 20.2 of contract) Nondiscrimination policies (see section 19.2 of contract) 	Twice yearly site visits
Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	<ul style="list-style-type: none"> Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans 	Twice yearly site visits
Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	<ul style="list-style-type: none"> Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI) Include program evaluation 	Twice yearly site visits
Meet requirements of Open Meeting Law	<ul style="list-style-type: none"> Meeting information posted where community members can find it Meeting minutes and decisions are documented and publicly available 	Twice yearly site visits
CSP only		
Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	<ul style="list-style-type: none"> Assure sufficient community support services are available to meet the needs of adults with SPMI in the county 	Twice yearly site visits
AMHI and CSP		
Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	<ul style="list-style-type: none"> Lived experience with mental illness guides the governance and services Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. 	Twice yearly site visits

	<ul style="list-style-type: none"> • Develops and provides an array of person centered services that builds on personal and cultural strengths. • Utilizes a data driven model to evaluate the impact of services on health outcomes. • Assures access, early intervention, coordination, and application of resources through creative partnerships. 	
Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	<ul style="list-style-type: none"> • Submit quarterly fiscal reports / invoices to DHS for payment 	Twice yearly site visits
Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding		Twice yearly site visits
Have a transition plan that complies with Minnesota Statute 245.466 subd.3a	<ul style="list-style-type: none"> • Transition plan for continuity of care in the event of contract termination with a community mental health center • Transition plan for continuity of care in the event of contract termination with a community support services provider 	Twice yearly site visits
Complete all required data reporting and ensure their contracted providers are completing all required data reporting	<ul style="list-style-type: none"> • MHIS data reporting completed twice a year • SSIS data reporting completed • Supplemental spreadsheet reporting completed twice a year • Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet 	Twice yearly site visits
Meet the policy requirements from the Office of Grants Management for all subcontracts that are over \$50,000	<ul style="list-style-type: none"> • Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation • Conflict of interest assessed and documented 	Twice yearly site visits
Incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	<ul style="list-style-type: none"> • Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs 	Twice yearly site visits

Attachment B Budget

Grant Budget Summary				
2895 BRASS Code Summary for:		<i>Olmsted</i>		
Funding Totals				
	CSP	AMHI	Moose Lake	TOTAL
TOTAL ALLOCATION	\$ 1,427,776	\$ 4,595,908	\$ -	\$ 6,023,684
Requested Funding By BRASS Code				
BRASS CODE	CSP	AMHI	Moose Lake	TOTAL
402	\$ -	\$ 382,714	\$ -	\$ 382,714
403	\$ -	\$ 4,144	\$ -	\$ 4,144
408	\$ -	\$ 27,974	\$ -	\$ 27,974
416	\$ 10,000	\$ 87,703	\$ -	\$ 97,703
418	\$ 70,000	\$ 48,757	\$ -	\$ 118,757
420	\$ 20,600	\$ -	\$ -	\$ 20,600
431	\$ -	\$ 190,189	\$ -	\$ 190,189
434	\$ 594,660	\$ 97,391	\$ -	\$ 692,051
436	\$ -	\$ -	\$ -	\$ -
437	\$ -	\$ 194,406	\$ -	\$ 194,406
438	\$ -	\$ -	\$ -	\$ -
443	\$ 40,000	\$ 355,179	\$ -	\$ 395,179
446	\$ -	\$ 293,208	\$ -	\$ 293,208
451	\$ -	\$ -	\$ -	\$ -
452	\$ -	\$ 405,080	\$ -	\$ 405,080
454	\$ -	\$ 1,128,926	\$ -	\$ 1,128,926
468	\$ -	\$ -	\$ -	\$ -
469	\$ -	\$ -	\$ -	\$ -
474	\$ -	\$ 60,092	\$ -	\$ 60,092
491	\$ 692,516	\$ 825,791	\$ -	\$ 1,518,307
493	\$ -	\$ 494,354	\$ -	\$ 494,354

ATTACHMENT C

DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

DEFINITIONS

- A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.

- B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. "Business Associate" shall generally have the same meaning as the term "business associate" found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.
- E. "Contract" means the Grant Contract between STATE and COUNTY to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall,

port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

1. INFORMATION EXCHANGED

- 1.1** This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.
- 1.2** The data exchanged under the Contract is provided to STATE by COUNTY and its SUBCONTRACTORS for: review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3** It is permissible to share the Protected Information between STATE and COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

2. INFORMATION PRIVACY AND SECURITY

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

- A. State and Federal Safeguards.** The parties acknowledge that the Protected

Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised (“Applicable Safeguards”), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”);
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, “Confidentiality of Records,” and 42 C.F.R. Part 2, “Confidentiality of Substance Use Disorder Patient Records”);
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, “Confidentiality and Disclosure of Returns and Return Information,” and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, “Records Maintained on Individuals”);
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, “Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services”);
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
11. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](#)²

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 COUNTY Data Responsibilities

A. Use Limitation.

² See <https://mn.gov/mnit/government/policies/security/>

1. *Restrictions on Use and Disclosure of Protected Information.* Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
2. *Federal tax information.* To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication I 075.

B. Individual Privacy Rights. COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. *Complaints.* COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. *Amendments to Protected Information Requested by Data Subject Generally.* Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526, “Amendment of Protected Health Information,” or otherwise act as necessary to satisfy STATE or COUNTY’s obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

1. *Reasonable Assurances.* COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. *Privacy and Security Safeguards.* COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
3. *Monitoring Agents.* COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).
4. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"³ COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
5. *Minimum Necessary Access to Protected Information.* COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
6. *Training and Oversight.* COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

E. Responding to Privacy Incidents, Security Incidents, and Breaches. COUNTY will comply with this Section for all Protected Information shared under the Contract.

³ <https://mn.gov/mnit/government/policies/security/>

Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

1. *Mitigation of harmful effects.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. *Investigation.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. *Corrective action.* Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
4. *Notification to Individuals and others; costs incurred.*
 - a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
 - b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."
 - c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.
5. *Obligation to report to STATE.* Upon discovery of a Privacy Incident, Security

Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).

- a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.
- b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
- c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. *Documentation.* COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

F. Reporting Privacy Incidents, Security Incidents, and Breaches. COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. *Protected Health Information.* COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

- a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or Breach.
 2. Description of the compromised Protected Health Information.

3. Date of the Breach.
 4. Date of the Breach's discovery.
 5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
 6. Sanctions imposed on COUNTY's Agents involved in the Breach.
 7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
 8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
4. *Other Protected Information.* COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated reports as additional information becomes available.

- b. **Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. Designated Record Set—Protected Health Information. If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. Access to Books and Records, Security Audits, and Remediation. COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

- I. Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.
- K. Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.
- L. Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

- A. STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE “legacy” system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, “Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations”; 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.
- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

2.4 COUNTY Permitted Uses and Responsibilities.

- A. Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:

 - 1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.
 - 2. **Disclose Protected Health Information for the proper management and administration of COUNTY**, provided that:

 - a. The Disclosure is required by law; or
 - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:

 - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the

entity; and

- ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

- B. Notice of Privacy Practices.** If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.

- C. De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

- D. Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

- A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.

- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.

- C. STATE shall notify COUNTY of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.

- D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in

a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.
- C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.
- D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
 - 1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
 - 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
 - 3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

3. INSURANCE REQUIREMENTS

3.1 Network Security and Privacy Liability Insurance. COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service.

4. INTERPRETATION

4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

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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: 10/22/2020

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

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

Issue:

Community Health Board - Joint Powers Agreement and Delegation Agreement. At the next Joint Board of Health meeting 11/24, the Joint Board will review a revised Joint Powers agreement for approval. Subsequent to this agreement, both Houston and Fillmore Counties will consider delegation agreements that outline roles and responsibilities

Attachments/Documentation for the Board's Review:

Copy of Proposed Joint Powers Agreement and Houston County Delegation Agreement

Justification:

Action Requested:

Review proposed Joint Powers Agreement, and review and approve Houston County Delegation Agreement as presented.

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)	
<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.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTIES OF
FILLMORE AND HOUSTON
TO ESTABLISH A JOINT ENTITY COMMUNITY HEALTH BOARD**

THIS AGREEMENT is entered into by and among Fillmore County and Houston County, both political subdivisions organized under the laws of the State of Minnesota, hereinafter referred to as “Joint Participants,” for an indefinite duration, subject to termination in accordance with the provisions in this Agreement. For the purposes of adopting Operating Procedures, appointing key administrative roles, developing Delegation Agreements with Local Boards of Health, and the completion of other organizational duties necessary for the transition of services and actual implementation of the powers and duties of the of the Fillmore-Houston Community Health Board, this agreement shall be effective _____, 2020.

WHEREAS, the Joint Participants desire to continue the agreement to maintain an entity functioning as the Fillmore-Houston Community Health Board (hereinafter “CHB”), pursuant to Minnesota Statutes chapter 145A Minnesota Statute § 471.59, for the purpose of establishing and maintaining a cooperative system of community health services under local administration to secure more efficient public health services for the mutual benefit of each of the Joint Participants and the communities they serve.

WHEREAS, it is desirable to set forth the Joint Participants’ agreement in writing,

THEREFORE, the Joint Participants, in their joint and mutual exercise of their powers, hereto agree as follows:

SECTION I – Definitions

All terms used in this Agreement are defined in Minnesota Statutes § 145A. All other terms shall have their plain and ordinary meaning.

SECTION II - Purpose

By this Agreement, the Joint Participants have determined that they are jointly able to fulfill the requirement of a jurisdiction population of 30,000 or more pursuant to Minnesota Statute § 145A.03.

It is the intention of the Joint Participants that the continuation of the CHB and the delegation of certain duties to County Boards, as prescribed herein, will allow the citizens of each county to enjoy even more efficient local public health services and provide the foundation for a strong local public health system to meet the challenges of the future.

The CHB’s purpose is to engage in activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination

and use of community resources, and by extending health services into the community. The areas of responsibility shall include:

1. assuring an adequate local public health infrastructure;
2. promoting healthy communities and healthy behaviors;
3. preventing the spread of infectious disease;
4. protecting against environmental health hazards;
5. preparing for and responding to emergencies; and
6. mobilizing community resources to address gaps in health services.

SECTION III – Name of Organization and Boundaries

- A. **Name of Organization** – The name of the community health board comprised of the Joint Participants shall be known as the Fillmore-Houston Community Health Board (CHB).
- B. **Area of Organization**— The area covered by the Agreement is the area contained within the boundaries of the Joint Participants. This area shall hereinafter be referred to as the Community Health Service area or CHS area.

SECTION IV - Governing Board Composition, Appointment of Terms, Meetings

- A. **Board Composition**: The CHB shall be governed by a ten member board composed of five county commissioners from each of the member counties.
 - a. Appointment of all members to the CHB shall be by the respective appointing authority, and shall be made by May 26, 2020 and by January 31st of each year thereafter.
- B. **Officers**: The CHB shall annually select the following officers from the Board Member: a Chairperson and Vice Chairperson.
 - a. All officers may be removed with or without cause by majority vote of a quorum of the CHB. A vacancy in any office shall be filled promptly by the CHB provided that notice of time, place, and purpose shall be given to members by email or letter at least seven calendar days before the meeting at which such action is to take place.
 - b. The Chairperson, or in the Chairperson’s absence, the Vice Chairperson, shall preside at meetings of the CHB and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the CHB.
 - c. The CHS Administrator or designee shall keep the minutes of the meeting of the CHB.
- C. The CHB may establish such other committees as may be deemed necessary or appropriate. The Chairperson may appoint members to committees with the approval of the CHB.

- D. Terms: Terms for county commissioners on the CHB shall be one year with no term limit.
- E. CHB Meetings: Per Minnesota Statute § 145A.03, subd. 5, the CHB will hold at least two meetings per year. The CHB may meet more frequently as noted in the bylaws.
 - a. Meetings are subject to Minnesota Statutes chapter 13D, Minnesota Open Meeting Law.
 - b. A quorum shall consist of at least six members. All board actions shall be determined by a majority of the votes cast at a meeting of the board.
 - c. The CHB shall adopt written procedures in its bylaws for transacting business and shall keep a public record of its transactions, findings, and determinations.
 - d. Member may receive a per diem plus travel and other eligible expenses while engaged in official duties.

SECTION V - Authority and Duties of the Combined Community Health Board:

- A. Powers and Duties – The CHB shall possess all of the powers and duties now assigned by the law, pursuant to Minnesota Statutes § 145A, as now enacted or hereinafter amended. County Boards shall possess all other powers and duties assigned by law to such County Boards, pursuant to Minnesota Statutes § 145A, as now enacted or hereinafter amended, and as more specifically delegated to it in the Delegation Agreement attached hereto and incorporated herein in compliance with Minnesota Statutes § 145A.
- B. Employees – The CHB will not employ staff. The CHB will purchase services through contracting with the joint participants, community organizations or independent contractors or agents as necessary to carry out the provisions of this Agreement and the requirements of Minnesota Statutes § 145A, as now enacted or hereinafter amended.
- C. Acquisition of Property; Acceptance of Funds, Collection of Fees – The CHB by any lawful means, including gifts, purchase, lease or transfer of custodial control, may acquire and hold in the name of the CHB, the lands, buildings and equipment necessary and incident to the accomplishment of the purposes of Minnesota Statutes § 145A, as now enacted or hereinafter amended, and may accept gifts, grants and subsidies from any lawful source. The CHB may also apply for and accept state and federal funds, may request and accept local tax funds, and may establish and collect reasonable fees for community health services.
- D. Funding- The CHB shall coordinate local, state, and federal services and funding for public health services. The CHB shall expend funds in accordance with the annual approved budget and local priorities.
- E. Disbursement of Funds – The CHB shall develop criteria for distribution of resources to the Public Health Departments of the joint participants. The CHB shall develop guidelines to select the service delivery model for programs for which the CHB is fiscally responsible. The CHB may provide for disbursements from public funds to carry out the

purposes of this Agreement. The method of disbursement shall agree, as far as practicable, with the method provided by law for the disbursement of funds by the Joint Participants. The CHB shall be strictly accountable for maintaining records of all funds and reports of all receipts and disbursements.

- F. Contracts for Services – The CHB may contract for services from private firms, non-profit corporations, primary and secondary schools, state and local government agencies, or other community agencies to avoid unnecessary duplication of services and to realize cost advantages. Contracts shall be awarded on the basis of benefit/cost comparisons and the ability to provide the services.
- G. Coordination of Services – The CHB shall coordinate public health services designed to protect and promote the health of the general population of the CHB by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources or by extending health services into the community; it shall ensure responsible medical consultation and direction from a licensed physician; and it shall coordinate public health service related to environmental health and regulatory services in the community.
- H. Establishing Local Priorities and Evaluation of Health Services –As a condition of qualifying for the Local Public Health Grant Funding, the CHB shall:
 - 1. Establish local priorities based on an assessment of community health needs and assets.
 - 2. Determine mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding, as required by Minnesota Statutes.
 - 3. The CHB also shall evaluate the effectiveness and efficiency of community health services systems and programs.
- I. Equal Access to Services – The CHB shall identify community health needs and set priorities among the needs for the broad range of community health services, including but not limited to the health needs of residents, minorities, non-residents, tourists, and migrants. The CHB shall ensure that services are accessible to all persons on the basis of need, so that no one is denied services because of race, color, sex, age, language, religion, nationality, economic status, political persuasion or place of residence, as provided by Minnesota Statutes.
- J. Reports – The CHB shall submit such reports on its expenditures and activities as is necessary for monitoring public health services and as required by Minnesota law.
- K. Operating Procedures – The CHB shall conduct business according to its approved operating procedures, which will be reviewed annually.

SECTION VI – Indemnification and Hold Harmless

- A. Applicability. The CHB shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken

pursuant to this Agreement. The CHB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statute § 466, et. seq.

- B. Indemnification and Hold Harmless. The CHB shall fully defend, indemnify, and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or agents of the CHB. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and 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); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

SECTION VII - Term of Agreement

- A. Term - This Agreement shall be continued from year to year until terminated as provided herein.
- B. Termination – This Agreement may be terminated by withdrawal from the CHB of any member county board of any of the Joint Participants.
- C. Withdrawal - The counties that are members of the CHB may withdraw from this Agreement by serving a copy of a resolution of withdrawal, duly passed by its governing body, upon the chairperson of the county board and the auditor of the other county participating in this Agreement. The withdrawing county also shall serve a copy of the resolution of withdrawal upon the Commissioner of Health for the State of Minnesota. The withdrawing county shall serve the resolution of withdrawal at least one (1) year before the beginning of the calendar year in which the withdrawal is intended to take place, in accordance with Minnesota Statutes § 145A, as now enacted or hereinafter amended. Service of the resolution of withdrawal shall be made in writing and delivered electronically with a return receipt or by first class mail and the date of service shall be one week after the date of the notice.
- D. Termination Payment of Expenses – Upon termination of this Agreement the payment of expenses of the CHB shall be governed as follows:

1. No distribution of any share of uncommitted surplus funds shall be made until all operating expenses (excluding payroll expenses) incurred during the operation of the CHB have been fully paid and satisfied.
 2. Upon the termination date of this Agreement, all funds may be transferred to the fiscal host until all operating expenses (excluding employee expenses) have been paid.
 3. The authority of the fiscal host to continue to disburse funds of the CHB after the termination date of this Agreement shall continue for a period of not more than six (6) months.
 4. If the authority of the fiscal host to expend funds or sign documents on behalf of the CHB is needed for more than six (6) months, a resolution of each member county board shall be sufficient authority to continue to handle the funds until terminated as set forth by the Resolution adopted by the county boards.
- E. Termination Transition Oversight - If there are any expenses incurred in connection with the termination of the CHB after the termination date of this Agreement, the member counties agree to pay their share of the said expenses based on current year Community Health Board budget.
- F. Termination Grant Closeout - Any grant moneys received during the operation of the CHB which have not been earned by the time of the effective date of the termination of this Agreement shall first be distributed according to the grant agreement with the granting agency (i.e. MDH, DHS) and if not otherwise specified in the grant proposal or agreement, said monies shall be distributed in the following order:
1. Returned to the agency supplying the grant funds or distributed as instructed by said agency or as provided in the Grant.
 2. Distributed to the county which will continue to provide the services by said grant.
- G. Termination Distribution of Property - Upon the termination of this Agreement, any property and/or funds under the control of the CHB as defined herein shall be returned to each Joint Participant in proportion to its relative financial contributions to the CHB.

SECTION VIII - Modification of Agreement

Any modifications, amendments, or alterations to the provisions of this Agreement shall only be valid if they are reduced to writing and approved and signed by all by respective County Boards.

This Agreement shall be reviewed at minimum every three years; by the end of the calendar year three years after the last review occurred.

SECTION IX- Execution - Entire Agreement

This Agreement shall be executed pursuant to resolution adopted by the participating County Boards.

This Agreement shall constitute the entire Agreement of the parties and shall supersede and amend any previous written agreement and any previous contemporaneous oral agreement of the parties.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

Original: Adopted September 26, 1978

Amended: August 2020

Signatures on separate pages-

**Adopted by the Fillmore County Board of Commissioners on this ___ day
of _____ 202__.**

Chairperson, Fillmore County Board of Commissioners

County Administrator, Fillmore County

Public Health Director, Fillmore County

Approved as to form and content

Fillmore County Attorney

**Adopted by the Houston County Board of Commissioners on this ____ day
of _____ 202__.**

Chairperson, Houston County Board of Commissioners

County Coordinator, Houston County

Public Health Director, Houston County

Approved as to form and content

Houston County Attorney

DELEGATION AGREEMENT BETWEEN THE FILLMORE-HOUSTON COMMUNITY HEALTH BOARD AND HOUSTON COUNTY

THIS AGREEMENT, made effective _____, 2020, regardless of the date of the signatures hereunder, by and between the Fillmore-Houston Community Health Board (hereinafter designated Community Health Board) and the Houston County Board, shall be for the purpose of delegating certain powers and duties from the Community Health Board to the County Board.

Section 1. Definitions. The terms used in this Agreement shall have those definitions described in the attached Joint Powers Agreement between Fillmore County and Houston County.

Section 2. The County Board shall be delegated duties of a community health board under Minnesota Statutes § 145A.04, subd. 1a(1)(i-vi) and all powers and duties which may be delegated to a County Board under Minnesota Statute § 145A.07, subd. 2 and any other laws, except insofar as certain powers and duties may not be delegated by the Community Health Board, as specified in Minnesota Statutes § 145A.

Section 3. The criteria that the Community Health Board shall use to determine if the performance of the County Board meets appropriate standards and is sufficient to replace performance by the Community Health Board will be as follows:

- A. The County Board shall avail itself of medical consultation services secured by the County Board of the Community Health Board.
- B. The County Board shall distribute vaccine in accordance with the Minnesota Department of Health (MDH) policy.
- C. The County Board shall ensure proper reporting and control of communicable diseases.

- D. The County Board shall enforce public health nuisance laws, ordinances, and rules.
- E. The County Board shall prepare reports on its expenditures and activities.

Sections 4. The County Board may perform licensing, inspection, or enforcement duties under this Agreement in accordance with activities which are approved by separate agreement by the Community Health Board.

Section 5. This Agreement shall be of indefinite duration, subject to:

- Notice of intent to terminate the Agreement by the County Board, served upon the Chairperson of the Community Health Board. Such notice of intent shall be made at least one year before the beginning of the calendar year in which termination of the agreement takes effect.
- Notice of intent to terminate the Agreement by the Community Health Board due to failure of the County Board to fulfill the responsibilities defined in Section 3. Such notice shall be served upon the Chairperson of the Delegated County Board in accordance with termination procedures adopted by the Community Health Board.

Section 6. During the course of the Agreement, the Community Health Board shall not perform any of the delegated duties specified herein, except audits necessary to monitor compliance with this Agreement, unless the parties otherwise agree in writing that the Community Health Board may perform certain specified duties.

- Section 7. The Community Health Board shall consult with, advise, assist or direct the County Board as needed, or as requested by the County Board, in the performance of the duties of the County Board under this Agreement.
- Section 8. This Agreement does not alter the responsibility of the Community Health Board for the performance of duties which it must undertake and maintain by law.
- Section 9. The Community Health Board shall distribute Local Public Health Grant funds to the Public Health Department established by the County Board in accordance with the responsibilities delegated to the County Board. The County Board agrees its Public Health Department will be accountable for appropriate expenditure of the grant funds.

IN WITNESS WHEREOF,

Adopted by the Houston County Board of Commissioners on the ___ day of _____, 2020.

Chairperson, Houston County Board of Commissioners

Approved as to form and content

Houston County Attorney

Adopted by the Fillmore- Houston Community Health Board on the ___ day of _____, 2020.

Chairperson, Fillmore-Houston Community Health Board

Approved by the Minnesota Department of Health on the ___ day of _____, 2020.

Commissioner, Minnesota Department of Health



MnDOT District 6 County Outreach

Houston County
October 27, 2020



Agenda

- 10-Year District Roadway & Bridge Work Plan
 - Overview
 - Program & Funding
- Current/Upcoming Planned Projects
- Updates/Other Topics
- Ways to stay informed



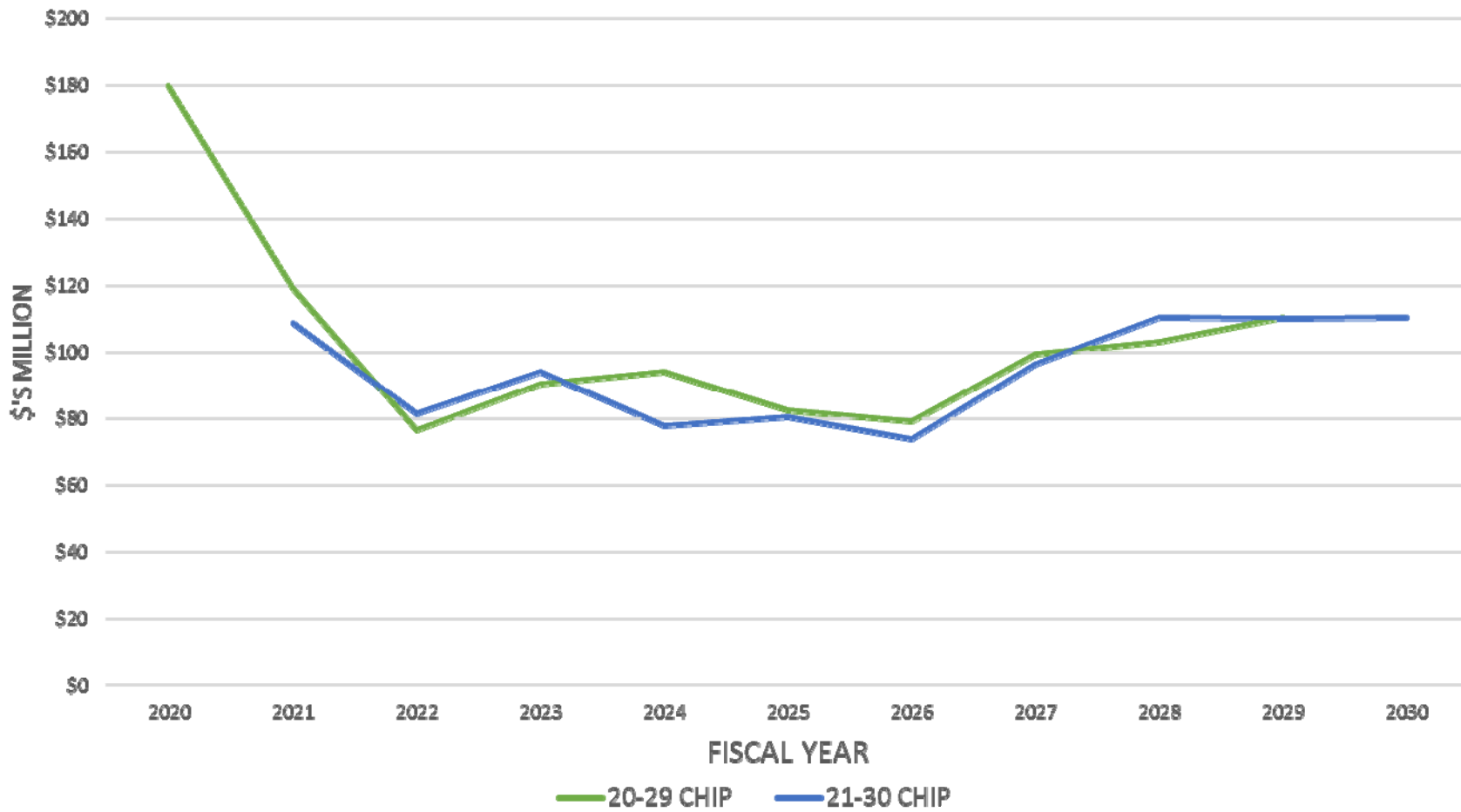
District 10 Year Work Plan

- Statewide Transportation Improvement Program, **STIP** = next 4 years
 - <http://www.dot.state.mn.us/planning/program/stip.html>
- Capital Highway Investment Plan, **CHIP** = Years 5 – 10
 - <http://www.dot.state.mn.us/planning/10yearplan/index.html>
- Both are updated annually



D6 Construction Program Comparison

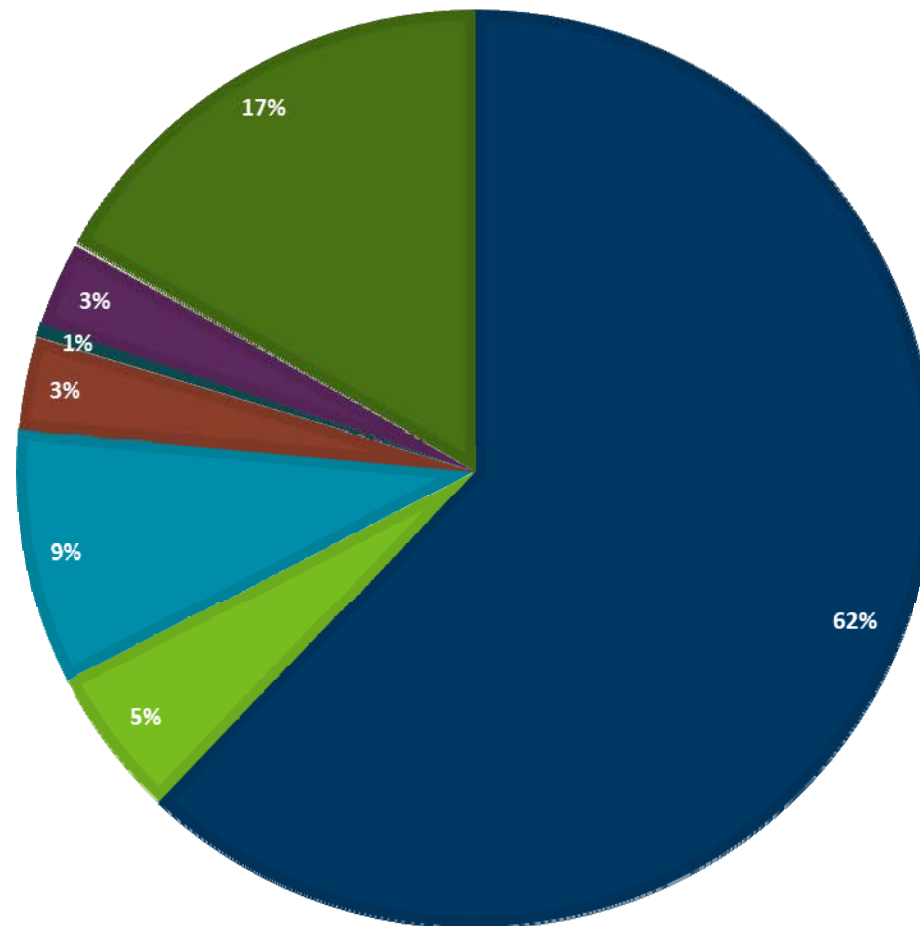
District 6 Construction Program



Funding - Investment Categories

2025-2030 CHIP TARGET INVESTMENTS

■ PAVEMENT ■ BRIDGE ■ ROADSIDE INFRASTRUCTURE ■ TRAVELER SAFETY ■ BICYCLE INFRASTRUCTURE ■ PEDISTRIAN & ADA ■ RCIP ■ PROJECT DELIVERY



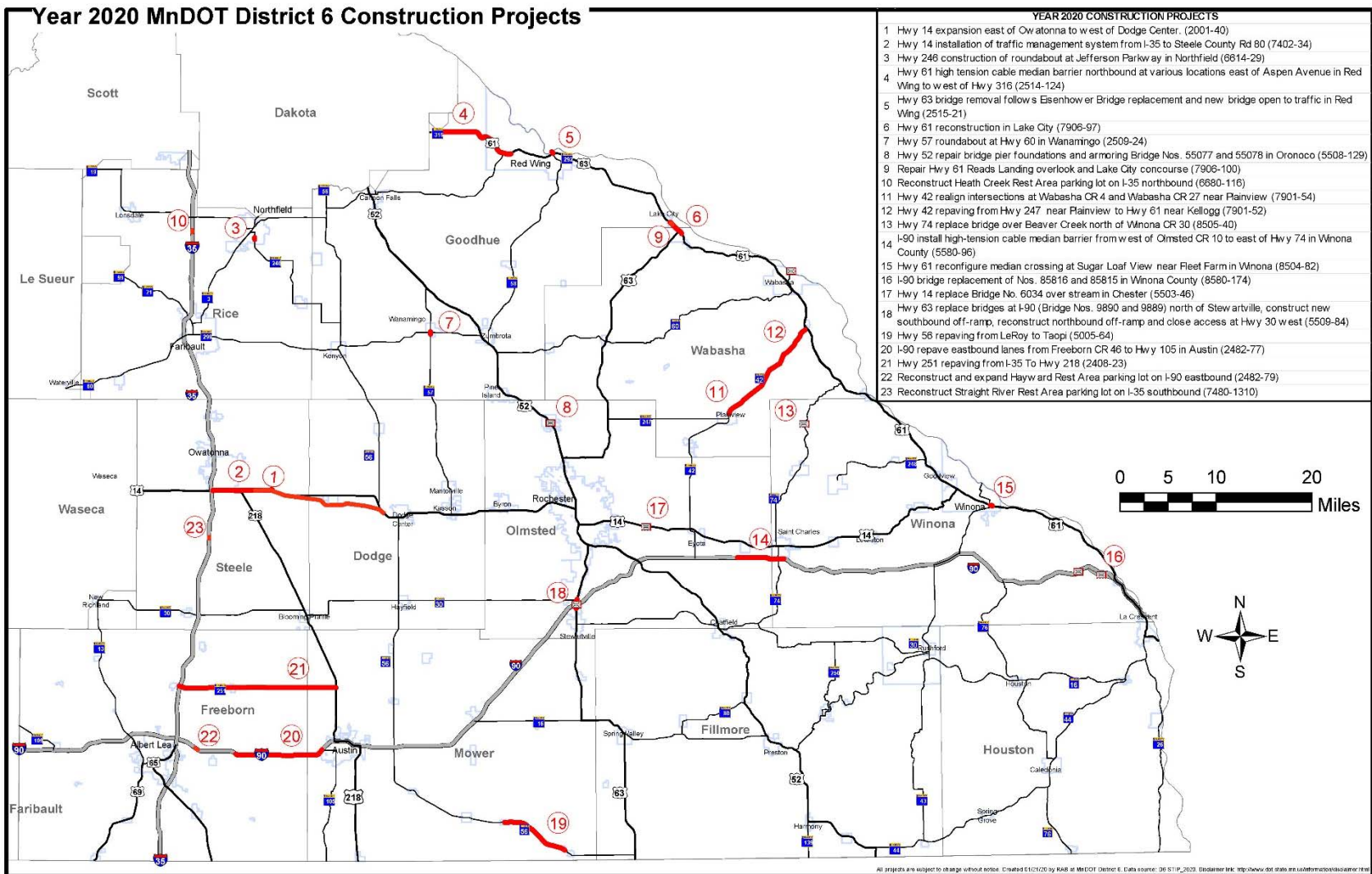
Funding overview

Where does transportation funding come from and where does it go?

- <http://www.minnesotago.org/funding/>

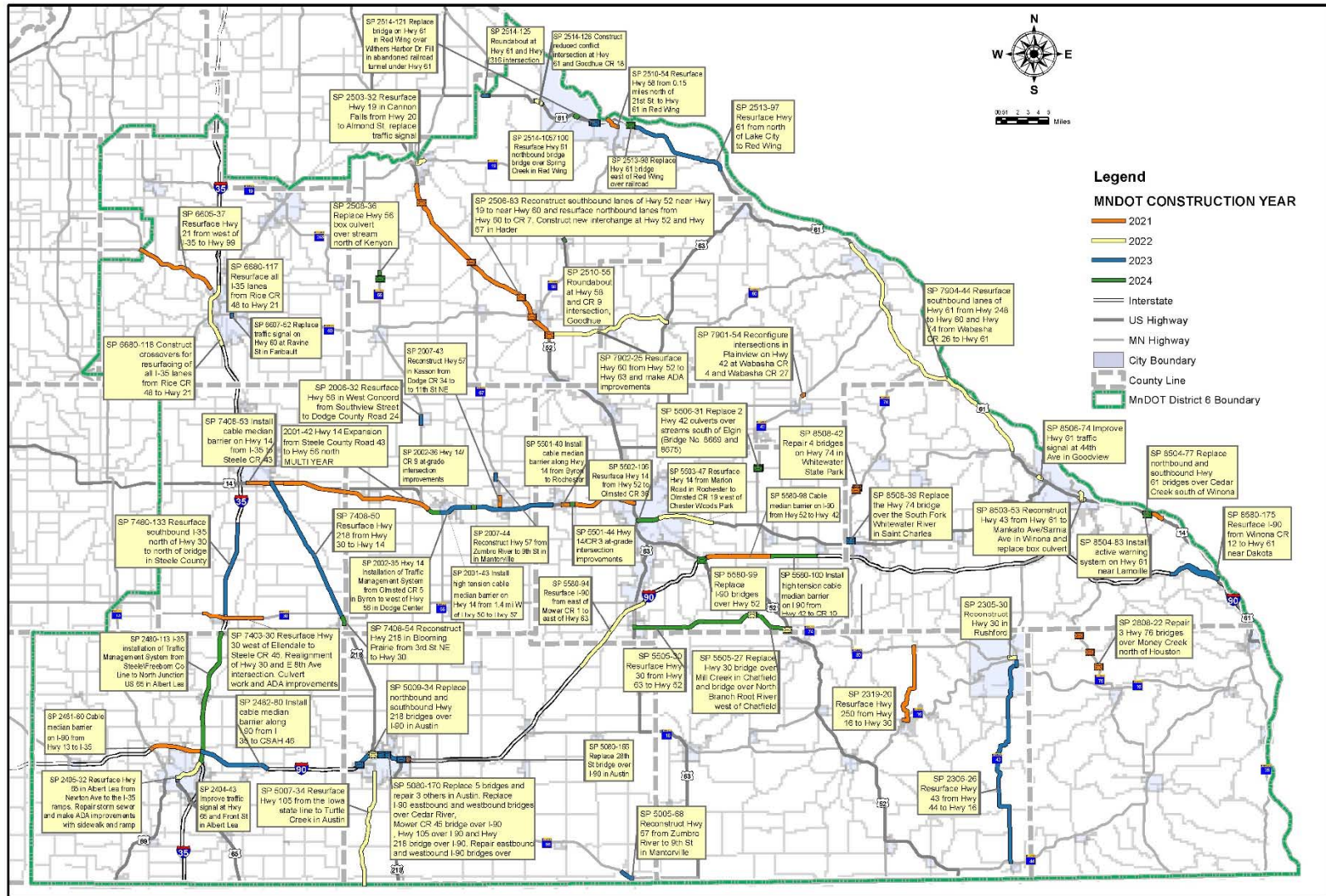


2020 MnDOT District 6 Construction Projects



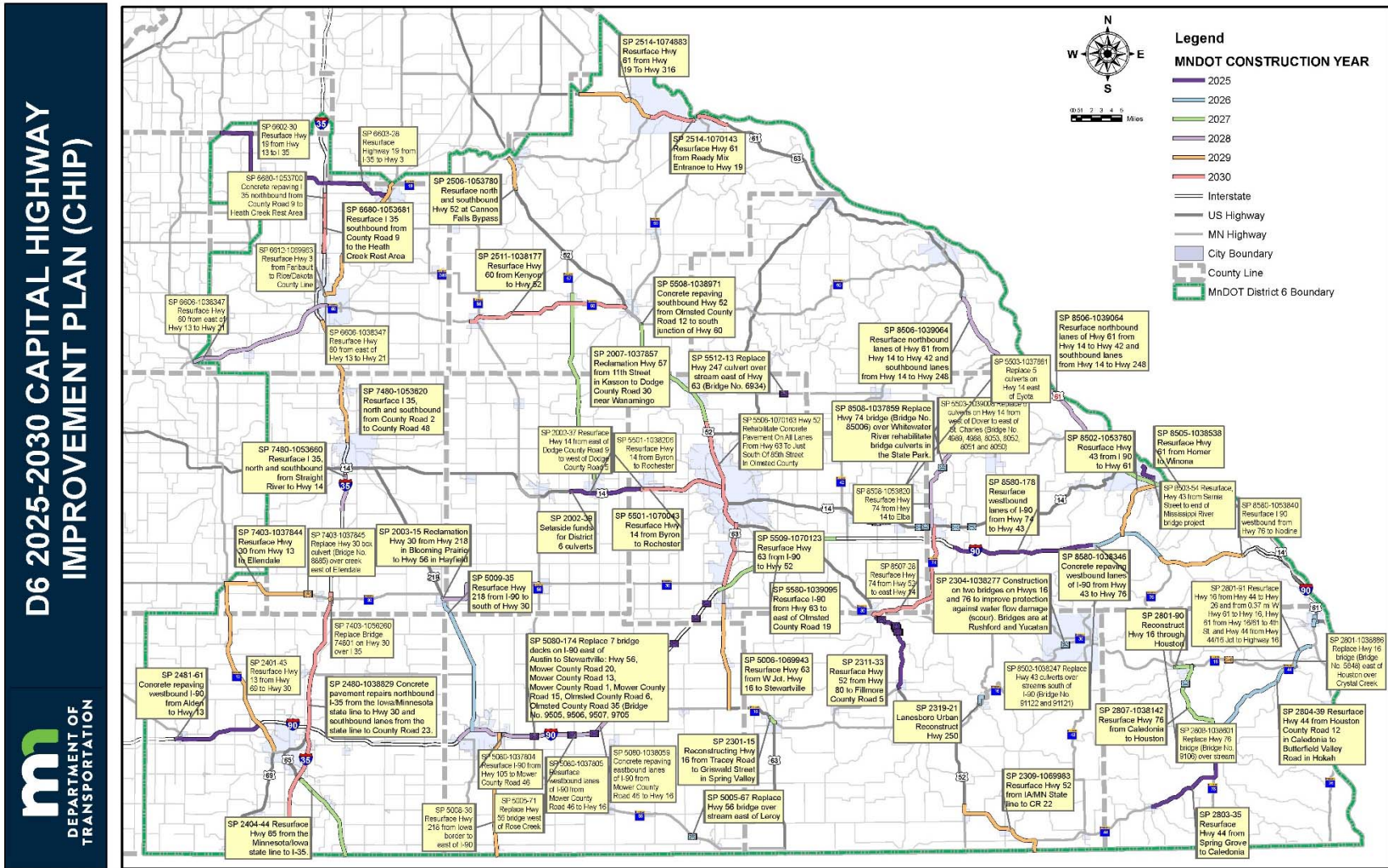
2021-2024 State Transportation Improvement Program (STIP)

D6 2021-2024 STATE HIGHWAY IMPROVEMENT PROGRAM (STIP)



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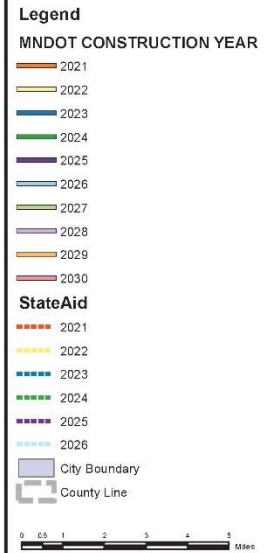
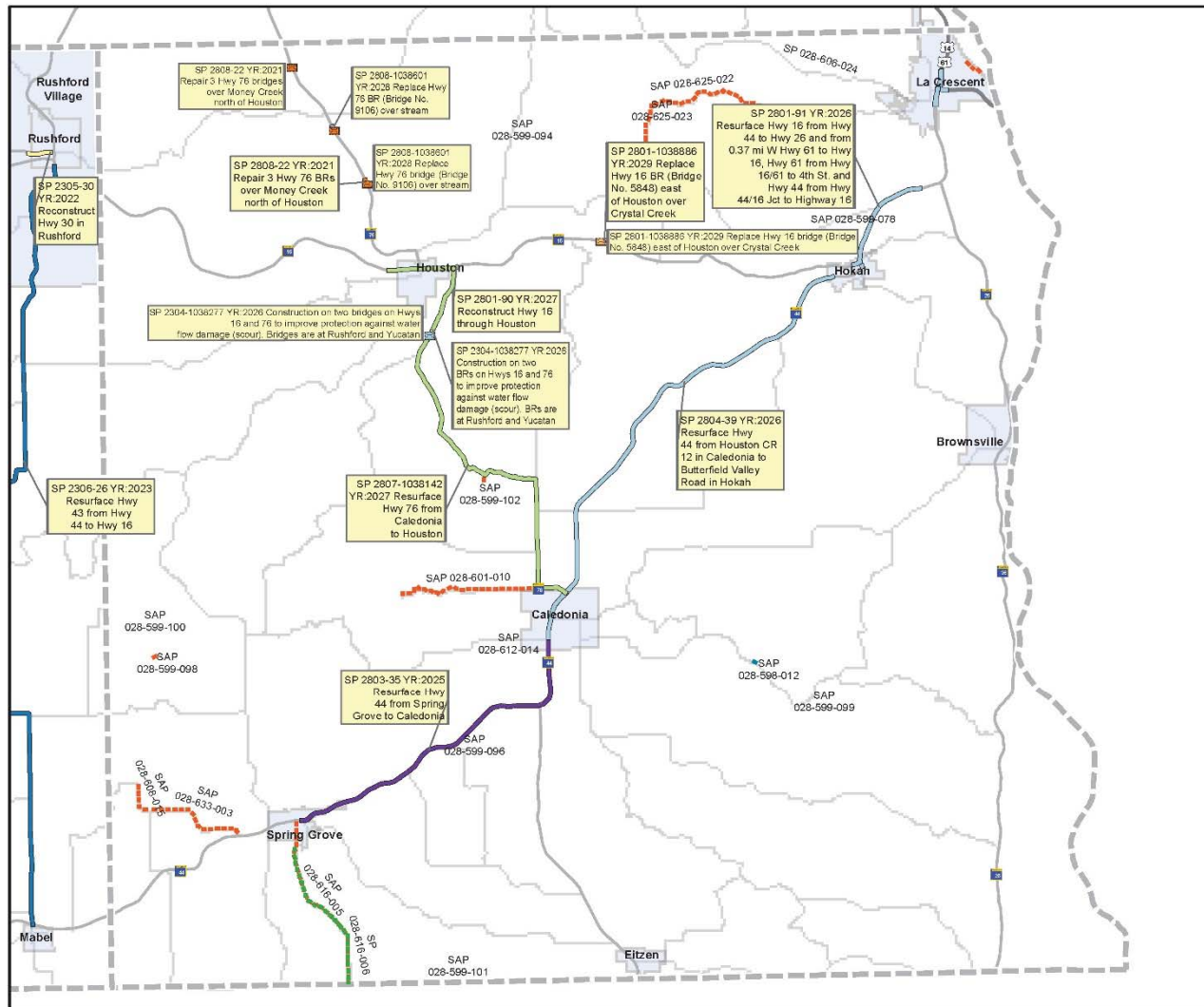
2025-2030 Capital Highway Investment Plan (CHIP)



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2021-2030 County Specific Projects

DISTRICT 6 2021 - 2030 CONSTRUCTION PROGRAM FOR HOUSTON COUNTY



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Updates/Other Topics

- Major Projects:
 - US 14 4-lane Expansion – Dodge Center to Owatonna
 - 2019 - 2021
 - US 52 SB rural regrade from Cannon Falls to Zumbrota
 - 2021 - 2023
 - Austin Bridges
 - 2023 – 2024/2025
 - US 52/I90 Bridges
 - 2024 - 2025



Updates/Other Topics

- Covid-19 Implications
 - Projected \$400M loss in revenue for MnDOT biennium 2020-21
 - This forecast is subject to change
- Statewide Initiatives
 - District Freight Plan Update
 - Advancing Transportation Equity – Community Conversations Engagement Project
 - <https://www.dot.state.mn.us/planning/program/advancing-transportation-equity/community-conversations.html>

Stay Connected

E-mail Updates:

- Future Construction Projects
- Current Construction Projects
 - www.dot.state.mn.us/d6/projects.html

Follow us on:

- Facebook
 - mndot|southeast minnesota
- Twitter
 - @mndotsoutheast

Check-out:

- www.511mn.org



Sign up for project email updates



Follow us on Facebook



Follow us on Twitter

Questions

Heather Lukes, Planning Director

MnDOT District 6

heather.lukes@state.mn.us

507-286-7552

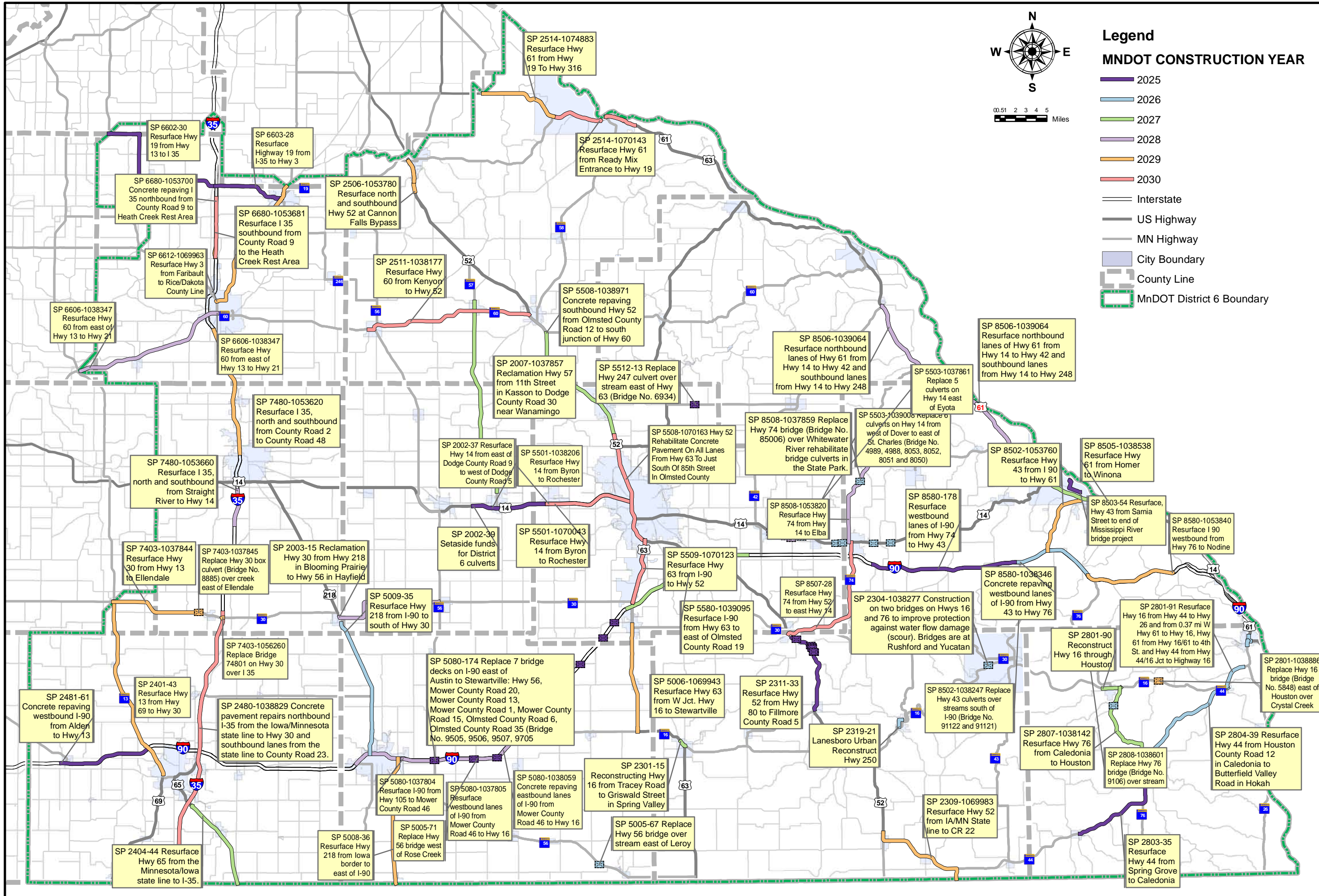
Kurt Wayne, Principal Planner

MnDOT District 6

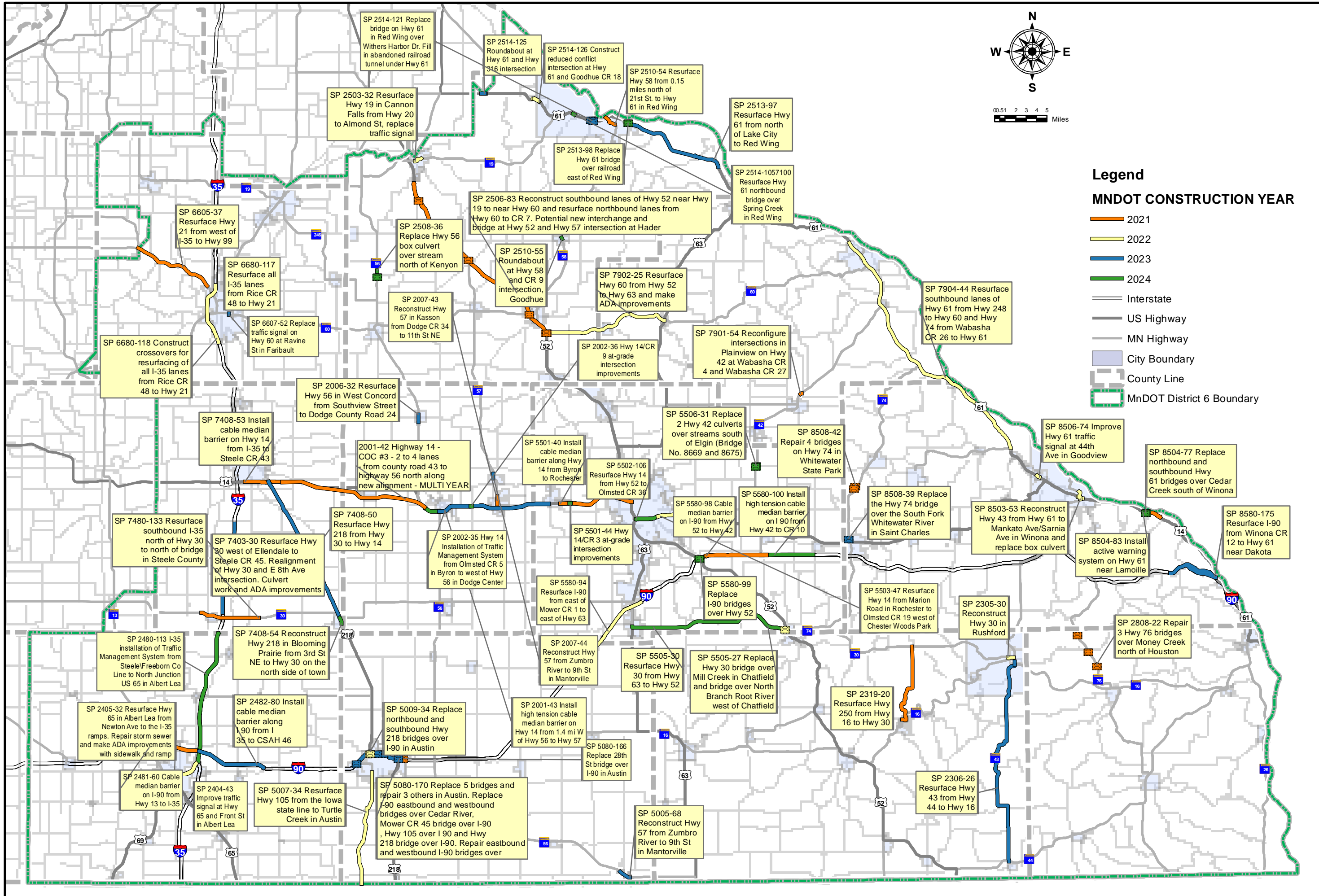
kurt.wayne@state.mn.us

507-259-8074

D6 2025-2030 CAPITAL HIGHWAY IMPROVEMENT PLAN (CHIP)



D6 2021-2024 STATE HIGHWAY IMPROVEMENT PROGRAM (STIP)

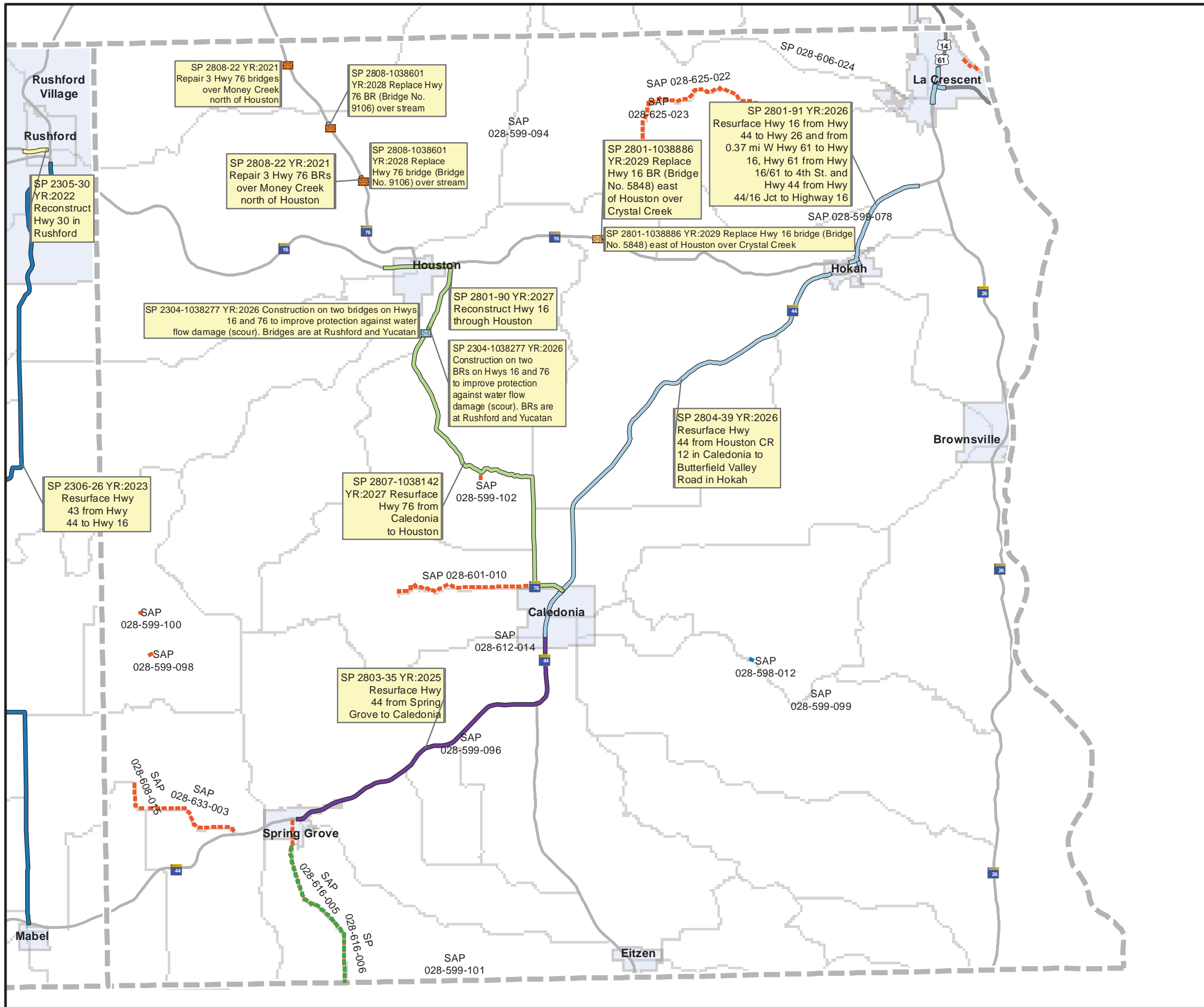


Legend

MNDOT CONSTRUCTION YEAR

- 2021
- 2022
- 2023
- 2024
- Interstate
- US Highway
- MN Highway
- City Boundary
- County Line
- MnDOT District 6 Boundary

DISTRICT 6 2021 - 2030 CONSTRUCTION PROGRAM FOR HOUSTON COUNTY



Legend

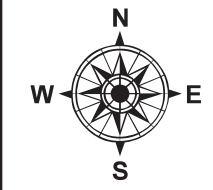
MNDOT CONSTRUCTION YEAR

- 2021
- 2022
- 2023
- 2024
- 2025
- 2026
- 2027
- 2028
- 2029
- 2030

StateAid

- 2021
- 2022
- 2023
- 2024
- 2025
- 2026

City Boundary
County Line



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BID RESULTS

Project Name: Houston County Highway Department Facility

Date: October 22, 2020

Work Category	Bidders	Bidder Location	Base Bid	Notes
13A: Pre-Engineered Metal Building (Supply Only)	American Buildings Company	El Paso, IL	\$ 384,010.00	
	APX Construction Group	Mankato, MN	\$ 540,300.00	Metallic Building

Work Category	Bidders	Bidder Location	Base Bid	Notes
13B: Fabric Covered Steel Framed Storage Building (Supply & Install)	Greystone Construction Company	Shakopee, MN	\$ 574,200.00	
	Legacy Building Solutions	South Haven, MN	\$ 305,112.00	Incomplete bid - did not include foundation
	Structures Unlimited	Stratford, WI	\$ 240,610.00	Incomplete bid - did not include foundation

Work Category	Bidders	Bidder Location	Base Bid	Notes
Alternate 13B: (1) 145' x 110' Building in lieu of (2) 72' x 110' Buildings	Legacy Building Solutions	South Havel, NN	\$ (22,121.00)	
	Greystone Construction Company	Shakopee, MN	\$ 48,680.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
31A: Sitework	Fraser Construction Co	Rochester, MN	\$ 974,770.00	
	Zenke, Inc.	La Crescent, MN	\$ 1,325,000.00	
	Nadeau Companies LLC	Hampton, MN	\$ 1,581,000.00	

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 1: Excess Excavation	Fraser Construction Co	Rochester, MN	\$ 10.00	Per cubic yard
	Zenke, Inc.	La Crescent, MN	\$ 10.50	Per cubic yard
	Nadeau Companies LLC	Hampton, MN	\$ 12.00	Per cubic yard

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 2: Compacted Fill	Fraser Construction Co	Rochester, MN	\$ 12.00	Per cubic yard
	Zenke, Inc.	La Crescent, MN	\$ 13.30	Per cubic yard
	Nadeau Companies LLC	Hampton, MN	\$ 19.00	Per cubic yard

Work Category	Bidders	Bidder Location	Base Bid	Notes
Unit Price 3: Recycle CMU Block	Nadeau Companies LLC	Hampton, MN	\$ 12.00	Per ton
	Fraser Construction Co	Rochester, MN	\$ 14.00	Per ton
	Zenke, Inc.	La Crescent, MN	\$ 18.00	Per ton



BID PACKAGE #1

Client: Houston County Highway Shop
Project Name: Maintenance Facility
Project Location: Caledonia, MN
Date: October 22, 2020

Professional Services	Schematic Design 8/28/2020	Bid Package #1 10/22/2020		Notes
Architectural/Structural/Civil Design	\$ 255,750.00	\$ 255,750.00		HSR with MEP Design
General Conditions	\$ 379,486.00	\$ 379,486.00		
Building Permits	\$ 2,000.00	\$ 2,000.00		
Bonding	\$ 51,489.00	\$ 54,843.00		
Builder's Risk Insurance	\$ 31,622.00	\$ 34,348.00		
Special Inspections and Testing	\$ 30,000.00	\$ 45,000.00		
Subtotal - Professional Services	\$ 750,347.00	\$ 771,427.00	\$ -	

Site Construction/Development	Schematic Design 8/28/2020	Bid Package #1 10/22/2020		Notes
Excavation/Backfilling/Site Utilities/Grading	\$ 525,000.00	\$ 974,770.00		Fraser
Soil Stabilization- Rammed Piers	\$ 75,000.00			
Existing Building Demolition	\$ 60,000.00			Fraser
Surveying and Layout	\$ 15,000.00	\$ 15,000.00		
Asphalt Paving	\$ 241,675.00	\$ 276,774.00		Includes asphalt paving in one (1) fabric structure
Gravel Surface	\$ 45,000.00			Fraser
Exterior Concrete	\$ 42,957.00	\$ 59,635.00		
T Panels - Storage Area	\$ 25,800.00	\$ 25,800.00		
Chain Link Fencing	\$ 75,250.00	\$ 75,250.00		
Landscaping	\$ 20,000.00	\$ 20,000.00		
Sheriff's Impound Building	\$ 30,000.00			Relocation by Houston County
Salt/Sand Storage - Hoop Structure	\$ 400,000.00	\$ 574,200.00		Greystone
Subtotal - Site Construction/Development	\$ 1,555,682.00	\$ 2,021,429.00	\$ -	

Building Construction	Schematic Design 8/28/2020	Bid Package #1 10/22/2020	Notes
Cast-in-Place Concrete	\$ 426,136.00	\$ 446,360.00	
Architectural Pre Cast Panels/Hollow Core Plank	\$ 165,525.00	\$ 175,899.00	
Concrete Masonry Units	\$ 50,422.00	\$ 62,346.00	
Metal Fabrications/Structural Metal Stud Framing	\$ 51,477.00	\$ 73,256.00	
Rough Carpentry and In Wall Blocking	\$ 70,777.00	\$ 70,777.00	
Plastic Laminate Casework and Countertops/Vanities	\$ 31,627.00	\$ 32,205.00	
Thermal Insulation	\$ 36,469.00	\$ 8,116.00	
EPDM/Membrane Roofing	\$ 43,200.00	\$ 44,800.00	
Metal Wall Panels	\$ 22,835.00	\$ 22,835.00	
Expansion Control and Caulking	\$ 23,691.00	\$ 23,691.00	
Hollow Metal Doors and Frames with Hardware	\$ 78,057.00	\$ 90,195.00	
Overhead Sectional Doors with Operators	\$ 54,000.00	\$ 72,000.00	
Aluminum Entrances and Windows	\$ 29,578.00	\$ 44,728.00	
Metal Stud Framing/Gypsum Board	\$ 131,891.00	\$ 142,321.00	
Finish Flooring/Base	\$ 43,200.00	\$ 43,200.00	
Acoustical Tile Ceilings	\$ 21,600.00	\$ 14,700.00	
Interior Paint	\$ 30,670.00	\$ 34,312.00	
Specialties/Toilet Compartments/Fire Extinguishers	\$ 12,078.00	\$ 11,425.00	
Exterior Signage	\$ 15,000.00	\$ 15,000.00	
Entrance Canopies	\$ 15,000.00		Included in Metals and EPDM Roofing
Window Blinds	\$ 5,700.00	\$ 4,500.00	
Pre Engineered Buidling and Insulation	\$ 1,061,295.00	\$ 1,094,003.00	
Overhead Crane	\$ 80,000.00	\$ 80,000.00	
Fire Suppression System	\$ 150,000.00	\$ 180,000.00	Added \$30,000 for fire pump
Plumbing	\$ 150,000.00	\$ 180,000.00	Includes \$30,000 for pump station
HVAC	\$ 261,600.00	\$ 261,600.00	
Electrical	\$ 450,000.00	\$ 454,000.00	
Subtotal - Building Construction	\$ 3,511,828.00	\$ 3,682,269.00	
Total Construction Budget	\$ 5,817,857.00	\$ 6,475,125.00	
Contingency of 5%	\$ 290,893.00	\$ 323,757.00	
Contractors Fee of 1.25%	\$ 76,360.00	\$ 84,987.00	
Total Construction Budget with Contingency	\$ 6,185,110.00	\$ 6,883,869.00	

Owner Direct Costs	Schematic Design 8/28/2020	Bid Package #1 10/22/2020		Notes
Truck Wash Equipment	\$ 35,000.00	\$ 35,000.00		
Vehicle Lift	\$ 40,000.00	\$ 40,000.00		
Brine Equipment	\$ 50,000.00	\$ 50,000.00		
Fuel Equipment	\$ 25,000.00	\$ 25,000.00		
Furniture, Fixtures, and Equipment	\$ 120,000.00	\$ 120,000.00		Includes \$20,000 for wiring equipment
Moving Expenses	\$ 20,000.00	\$ 20,000.00		
Subtotal- Owner Direct Costs	\$ 290,000.00	\$ 290,000.00		
Total Construction Budget	\$ 6,475,110.00	\$ 7,173,869.00		

Houston County Agenda Request Form

Date Submitted: October 23, 2020

BOARD DATE: October 27, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the Airport Land Lease with Jamie Burg.

Attachments/Documentation for the Board's Review:

Copy of Lease is attached

Justification:

Action Requested:

To have the board approved the lease agreement and signature of the County Board Chair.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	
<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 determine if the request will be heard at a County Board meeting.

STATE OF MINNESOTA
COUNTY OF HOUSTON

Bid for Houston County Airport Crop Land Rental 2021-2025

Drop off or mail bid to: Houston County Highway Department
1124 East Washington Street, Caledonia, MN 55921

Email bid to: quotes@co.houston.mn.us

Bidder's are allowed to listen to bids by calling 507-725-5941 prior to 1:00 p.m. on Tuesday, October 20, 2020

NAME OF BIDDER Burg's LLC - Jamison & Jeni Burg
ADDRESS 9230 County 14
CITY/STATE/ZIP Caledonia, mn 55921
TELEPHONE # 507-459-0177 - Jami's cell

Bid to Rent 17.63 acres of land at the Houston County Airport for a five-year term beginning January 1, 2021.

17.63 acres at \$ 126,00 /acre = \$ 2,221,38 annual lease payment.

In the case of a math error, the price per acre will dictate.

The Houston County Board of Commissioners reserves the right to reject any or all bids

SIGNATURE Jamison Burg

DATE 10/15/2020

PRINT NAME Jamison Burg

FARM LEASE

THIS AGREEMENT, made this 20th day of October by and between "Houston County", party of the first part, Lessor; and Jamison Burg, party of the second part, Lessee; of the County of Houston, State of Minnesota.

WITNESSETH, that the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Houston, and State of Minnesota, viz:

17.63 acres more or less, of cropland owned by Houston County located adjacent to the runway at the Houston County Airport, being in Section 36-102-6 (Please refer to highlighted area on the attached map for a more specific depiction of the leased premises).
(Tax Parcel #P.03.1003.000)

TO HAVE AND TO HOLD, the above rented premises unto the said second party, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned beginning on the 15th day of April 2021, with the terms of this Lease ending the 31st day of December 2025.

And the said second party agrees to and with the said first party to pay as rent for the above-mentioned premises, for and during the full term of this Lease, the **annual** sum of Two thousand, two hundred, twenty-one and 38/100----- (\$ 2,221.38) at Caledonia, Minnesota in yearly installments to wit:

Payment due in full at the Houston County Auditor's Office, 304 South Marshall Street, Suite 116, Caledonia, MN 55921 on or before April 15 of each year. Checks should be made payable to: Houston County Treasurer

It is further understood that the Lessee shall be responsible for payment of all real estate/personal property taxes on said parcel of property.

And it is further agreed, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly

stamped and directed to him at

Burg's LLC – Jamison Burg, 9230 County 14, Caledonia, MN 55921

which is hereby declared by said second party to be his usual Post-office address. Said notice must be given following the removal of that years' crop or December 31st, whichever happens first.

And that said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to limit the use of the land to low level (4' or less) crops; to cultivate the hereby leased premises in as careful and husband-like manner.

The party of the second part is also to destroy all thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peacefully and quietly have, hold and enjoy the said remised premises and the said second party agrees to utilize the cropland thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of the said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

Lessor hereby reserves the right to terminate this lease by giving Lessee 30 day's written notice. Lessor shall only terminate this lease if Lessor determines that it would utilize the premises for any purpose other than cropland. Upon termination, Lessee shall have the

absolute right to remove any and all crops planted for that crop year or receive reasonable damages for loss of the crop for that crop year, so long as Lessee planted any crops. After removal of the crops or payment of reasonable damages, the Lessor's and Lessee's rights under this Lease Agreement shall terminate and neither party may seek additional damages thereof.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

Additional Terms:

The location and height of crops relative to Part 77 Obstruction Surfaces Areas to be kept free of any crops or farming equipment include the Transitional Surface, Runway Safety Area, Object Free Area and the Obstacle Free Zone.

In the event that the Lessee damages any airport surfaces, including but not limited to the causing of ruts in soft turf, leaving Foreign Object Damage (FOD) on airport ramps or taxiways, etc., the Lessee shall be solely responsible for any and all damages and the cost of repairs. Any repairs not immediately made by the Lessee may be made by the County and billed to the Lessee. Should the lessee fail to reimburse Houston County for the cost of repairs, the Lessee hereby agrees that the County shall have the right to assess the cost of the repairs on the Lessee's real estate taxes.

It is further understood that agricultural crops have a potential for attracting birds and other wildlife which may pose a hazard to aircraft. If birds or other wildlife become a problem because of agricultural operations on the airport, the FAA expects that the airport operator/owner immediately initiate remedial action. A non-certificated airport will be considered as having a wildlife problem if wildlife activity is significant enough to cause or result in a multiple bird strike, engine ingestion, or a damaging collision with wildlife other than birds. If a wildlife problem develops, the county engineer will arrange for a site visit by a wildlife biologist from either the USDA Animal Damage Control or the State wildlife agency. The site visit will determine if the wildlife problem is a result of agricultural crops and will recommend remedial measures to help alleviate the hazard. This remedial action may include the temporary or complete termination of the agricultural operation. If the above mentioned scenario does result in termination of the agricultural operation, the Lessee shall immediately plow under all crop residue and harrow the area smooth, and Houston County will reimburse the Lessee for the cost of the crops lost.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

LESSEE

Jamison Burg

LESSOR

Houston County Board of Commissioners
By: Eric Johnson

From: [Ring, Julie](#)
To: [Jeff Babinski](#)
Subject: AMC 2021 Dues Notice
Date: Wednesday, October 14, 2020 11:54:08 AM
Attachments: [image001.png](#)

***** HOUSTON COUNTY SECURITY NOTICE *****

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Association of Minnesota Counties

DATE: October 14, 2020
TO: Jeffrey Babinski, Administrator
FROM: [Julie Ring](#), AMC Executive Director
RE: **2021 AMC Dues Notice - Houston County**

Thank you for your membership and participation in the Association of Minnesota Counties (AMC). We hope AMC has provided timely, relevant information and programs that helped you to respond to the challenges of this unusual year.

The AMC Board of Directors approved the 2021 AMC budget and dues last week. Our budget for 2021 is slimmed down from the past few years, due to expected ongoing revenue loss from conferences and trainings, among other items. To achieve a balanced budget the Board made reductions in a number of spending categories, just like we know counties have been forced to do. They also approved a small increase in member dues.

Houston County's 2021 AMC Dues will be \$11,384.

We plan to send your dues invoice earlier than usual (within the next few weeks) because of a change to our accounting software. However, please feel free to pay at your usual time. We will send your member benefit summary later this year, along with the AMC annual report.

If you have any questions, please contact me anytime by cell phone at 651-247-9418 or ring@mncounties.org.

Sincerely,



Julie Ring, AMC Executive Director