

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 27, 2024

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Reporter Charlene Selbee, Reporter Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Public Health and Human Services Director John Pugleasa, Human Resources Director Theresa Arrick-Kruger, IT Director Andrew Milde, Engineer Brian Pogodzinski, Highway Maintenance Foreman Jordan Goeden, Sheriff Brian Swedberg, Environmental Services Director Martin Herrick, Caledonia City Clerk/Administrator Jake Dickson, City of Caledonia Public Works and Zoning Director Casey Klug, Jim Redalen, City of La Crescent Mayor Mike Poellinger, Dave Hanifl, Danielle DeVito, Tom Aiuppa, and Ron Wilke

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Prior to any motions being made one item was added to the consent agenda: Confirm the resignation of Dean Ott, Jail Administrator, effective 03/09/2024; and thank him for over 7 years of service to the residents of Houston County. Motion was made by Commissioner Severson, seconded by Commissioner Schuldt, motion carried unanimously to approve the agenda with the addition.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion carried to approve the February 13, 2024 meeting minutes. All Commissioners voted yes except for Commissioner Burns who abstained as he was absent from the meeting.

Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion carried to approve the February 20, 2024 workgroup session minutes. All Commissioners voted yes except for Commissioner Johnson who abstained as he was absent from the meeting.

Public Comment:

None.

APPOINTMENTS

Danielle DeVito from the MN Department of Agriculture presented on spongy moth treatments in Houston County. She said the moth used to be called the gypsy moth, but the name had changed to spongy moth. The moth was an invasive species. The spongy moth was a leaf-feeding insect. DeVito said when the moths were caterpillars, they consumed a lot of leaves off trees causing stress on the trees. She said there were health, nuisance, and property value concerns due to the spongy moth. Sometimes areas needed to be quarantined to prevent the spread of the moths and this had negative impacts on industry. She said the moths had been found in management traps in Houston County. Some areas of the County would be receiving SPLAT GM-O treatments. SPLAT GM-O was an organic, biodegradable formulation for the control of spongy moth using mating disruption. The treatment would be applied aerially by airplane.

At 9:20 a.m. a motion was made by Commissioner Burns, seconded by Commissioner Schuldt, motion unanimously carried to close the regular session and open a public hearing pursuant to Minnesota Statutes 394.26, to consider adopting a No Wake Zone by ordinance related to the regulation of boats in the Mississippi River commencing at the “West Channel Bridge” and concluding at the main channel entrance of the west backwater channel near River Mile 699, withing the boundaries of Houston County, Minnesota.

Jim Alan spoke in favor of the ordinance saying his main concern was safety. He said he had six grandchildren in the area.

Dave Hanifl said he had been a Shore Acres resident since the 1970s. He said he was a long time river activist. He spoke in favor of the ordinance saying he wanted to discourage people from using the West Channel and encourage them to use a different route. He said he had been told bass fisherman would comply if an ordinance was in place.

Ron Wilke spoke in support of the no wake zone. He said the ordinance would be a compromise for all. He said there had been questions surrounding enforcement of the ordinance, but said he thought most would comply with the ordinance even if no patrol was present. He said while costs were a concern they were minimal compared to a tragic accident that could occur. He thanked the Commissioners for reconsidering the matter.

Tom Aiuppa, Shore Acres resident, spoke in favor of the ordinance. He said they were trying to work with the La Crosse side on the matter.

Mayor Mike Poellinger from the City of La Crescent said he was there representing the City. He said the City had no authority in the situation. Poellinger was in favor of the ordinance.

A motion was made by Commissioner Severson, seconded by Commissioner Schuldt, motion unanimously carried to return to regular session after hearing the public comments.

CONSENT AGENDA

Prior to any motions being made Commissioner Johnson asked Human Resources Director Kruger and Engineer Pogodzinski about the step the new hire for the Highway Department was starting at. Johnson said he wanted to make sure the County was being consistent with steps and hiring practices. Kruger said the step depended on an individual's experience. Johnson said another person with similar experience had been hired at Step 1 previously. He asked if Step 2 had originally been offered to the new employee or if that step had been negotiated. Kruger said Step 2 was the original offer. Commissioner Johnson asked how steps were negotiated. Kruger said in order for someone to negotiate a higher step than the original offer they had to bring something more to the table. She said the County's hiring practices were consistent. Engineer Pogodzinski said they were trying to be consistent and were in a transition period into the new step system. Motion by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. The Commissioners thanked Ott for his years of service to Houston County. Items approved are listed below.

- 1) Hire Celeste Abbott as a temporary/casual (67 day) employee at a wage of \$15.88/hour.
- 2) Change the employment status of Deanna McCabe, Technical Clerk I from probationary to regular status effective 03/15/24.
- 3) Hire Deanne Valadez-Vick, as a 0.8 FTE, probationary Tech Clerk I, B21, Step 4, effective 03/04/2024, conditioned upon successful completion of background check.
- 4) Hire Adam Jahnke, as a 1.0 FTE, probationary Maintenance Specialist, B23 , Step 2, effective 03/04/2024, conditioned upon successful completion of background check.
- 5) Approve 2024 MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment training services.
- 6) Approve contract with Catholic Charities Diocese of Winona-Rochester for guardianship and conservatorship and related legal services.
- 7) Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for District 300 Foundation for gambling (raffle) activities to be conducted at Valley High Golf Club in Mound Prairie Township with a drawing to be held on April 26, 2024, with no waiting period and adopting Resolution No. 24-09. See resolution below.

RESOLUTION NO. 24-09

MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL DISTRICT 300 FOUNDATION

February 27, 2024

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application LG220 for Exempt Permit for District 300 Foundation for gambling activities to be conducted at the Valley High Golf Club in Mound Prairie Township on April 26, 2024, with no waiting period.

8) Confirm the resignation of Dean Ott, Jail Administrator, effective 03/09/2024; and thank him for over 7 years of service to the residents of Houston County.

ACTION ITEMS

File No. 1 – Commissioners discussed approving or denying the No Wake Zone Ordinance for a portion of the West Channel of the Mississippi River. Commissioner Schuldt said he had been a river person his entire life and was a boater. He said there were currently no other no wake zones in Houston County, and that other areas in the County put in their own buoys. He said most boaters complied with the buoys. He said there were already rules for jet skis. He said common sense guidance for boaters could be found in the Minnesota Boating Guide. Commissioner Johnson agreed, and said an ordinance was not needed to put in buoys. Commissioner Burns said in his opinion safety for kids, kayakers, and others was his biggest concern. He suggested that buoys be put in without an ordinance, and if that didn't work the County could relook at the ordinance. He also said he was in favor of the Sheriff's office studying the area with a camera to monitor the boat traffic. Commissioner Severson was in favor of the ordinance. A motion was made by Commissioner Severson to approve the No Wake Zone Ordinance for a portion of the West Channel of the Mississippi River. The motion failed for lack of a second. Commissioner Burns told Environmental Services Director Herrick the County should work with the City to conduct the study, and that buoys should be put out.

File No. 2 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve the Professional Services Agreement with Pamela Larson, a Minnesota Licensed Attorney. The agreement was approved due to staffing shortages.

File No. 3 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve renewing the Ziegler/CAT 3-year Customer Services Support Agreement.

File No. 4 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve a payment of \$15,704.78 to Nexis Family Healing (SERCC service provider) to resolve program a shortfall related to first three years of operation. The 10 CREST Counties in SE MN were contractually obligated to cover the shortfall as payor of last resort. The amount was Houston County's proportional share (by population).

File No. 5 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion unanimously carried to approve change orders presented by Towmaster for snow plow boxes ordered in 2022 and 2023. The current changes resulted in a price of \$194,371.00 per box from the amended totals on 1/10/2023. The result was a \$5,973.00 decrease in cost for each box for a \$11,946.00 decrease.

File No. 6 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve request to purchase a Tandem Axel Truck off the State

bid from Nuss Truck for a purchase price of \$158,170.38. Total cost with motor vehicle tax would be \$169,044.59.

File No. 7 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve a request to purchase a box (for the above tandem axle truck) off the State bid from Towmaster in the amount of \$210,678.00.

File No. 8 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve a request to purchase a new John Deere 644P mid-size wheel loader for the price of \$305,605.00 from RDO Equipment Company. The trade unit would be a 2001 Case 721C Wheel Loader for a value of \$30,000.00 leaving a balance due of \$275,605.00.

File No. 9 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve request to purchase a new Case 321F compact wheel loader in the amount of \$106,021.00 from Titan Machinery. The trade unit would be a 2017 Case 321F Wheel Loader leaving a balance due of \$54,750.00.

File No. 10 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to approve request to trade unit #4223, JD 325G compact loader for \$2,000.

File No. 11 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve a request to advertise CP 2024-06 sealcoat project for CSAH 3 and CSAH 16. An additional \$75,000 increase in budget was also approved.

File No. 12 – Commissioner Schuldt moved, Commissioner Severson seconded, motion unanimously carried to approve request to purchase a new forestry head attachment from Sanco Equipment for \$23,660.00 for maintaining County right-of-way.

File No. 13 – Commissioners discussed options for trading or keeping the 2023 John Deere 333G track loader. The matter was tabled.

File No. 14 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to accept Local Bridge Replacement Program (LBRP) funds in the amount of \$85,505.88 for project SAP 028-620-016 by approving and signing the grant agreement and approve Resolution No. 24-08. See resolution below.

RESOLUTION 24-08

Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions SAP 028-620-016

February 27, 2024

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No 28J70; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$85,505.88 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers, the Houston County Board Chairman and the Interim Houston County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

File No. 15 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve additional fee schedule changes.

File No. 16 – Commissioner Severson moved, Commissioner Schuldt seconded, motion unanimously carried to approve vehicle lease buyouts. The vehicles included eight vehicles used by the Sheriff's office. Buying out the vehicles would save money in the future.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Root River Watershed, Department Head, AMC Legislators, Wildcat, and City meetings.

Commissioner Myhre said he would like to see the Highway Department put more rock on the roads. He said he had gotten some complaints.

There being no further business at 11:51 a.m., a motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on March 5, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer



HOUSTON COUNTY, MINNESOTA
ECONOMIC DEVELOPMENT AUTHORITY

2023 Annual Report

Prepared by Allison Wagner, EDA Director

Introduction

2023 was a year of positive growth for the Houston County Economic Development Authority (EDA) and its partners. In addition to providing assistance for several business development projects, the EDA continued to strengthen ongoing initiatives. These included the **Houston County Childcare Initiative** and the **Bluff Country Collaborative (BCC)** which has grown into an established partnership with area schools including all Houston County School Districts, many area businesses, and several organizational partners.

Other projects included staffing and marketing **Keep Company Co-Working Space**, working on expanding the **Root River Bike/Pedestrian trail**, and working with the **Houston Area Preservation Initiative**. The Houston County EDA was involved with authoring five grants that were awarded in Houston County in 2023. These accomplishments, in addition to the day-to-day work of connecting with businesses and providing assistance to entrepreneurs, have set Houston County up to become a recognized leader in rural development.

Thank you for your support and participation in 2023!

Our Mission: *To promote and develop a healthy business community*



2023 Highlights

Administered three EDA loans totaling **\$150,000** to Houston County Businesses

- Administered a **\$40,000** loan to Michelle and Paul Gulbranson, owners of 105 5th Ave NW in Spring Grove, MN
 - Total project cost: **\$407,000**
 - Funds were used to build a building in the industrial park in Spring Grove for a trucking business
 - The project retained three Houston County jobs with the prospect of growing and hiring additional staff in the future
- Administered a **\$30,000** loan to Affogato Lane Coffee Company LLC in La Crescent, MN
 - Total project cost: **\$78,700**
 - Funds were used to purchase equipment and renovate a building for a coffee business
 - The project created three Houston County jobs with the prospect of growing and hiring additional staff in the future
- Administered an **\$80,000** loan to Bullfrog Properties in Spring Grove, MN
 - Total project cost: **\$1,265,000**
 - Funds were used to renovate a building in Spring Grove's Downtown to operate Fat Pat's Barbecue and Brewery
 - The project retained eight Houston County jobs while creating new jobs with the prospect of growing and hiring additional staff in the future

Revolving Loan Fund Summary

(as of Dec. 31, 2023)

Total Number of Active Loans: 13

YE 2023 Cash on Hand Available to Lend: \$441,293.71

YE 2022 Cash on Hand Available to Lend: \$529,773.77

Outstanding Principal 2023: \$321,990.76

Outstanding Principal 2022: \$207,315.63

Loan Investments in 2023

Total Loan Investments: \$150,000

Total Dollars Leveraged: \$1,600,700



Bluff Country Collaborative

Continued work on the Bluff Country Collaborative (BCC), a partnership among Houston County EDA, Fillmore County EDA, area schools including all Houston County School Districts, over 100 businesses, Workforce Development Inc., Perkins Consortium, and SE Service Cooperative.

This partnership aims to create work-based learning opportunities for local students. The effort looks to place students with local business experiential learning activities, creating valuable job experience, exposing them to career opportunities, and developing workforce pipelines for participating businesses.

See attached BCC annual report



Childcare Initiative

- Continued to work with the Houston County Childcare Core Team and First Children's Finance.
- Held Town Hall event to educate the community and businesses on childcare needs and develop solutions.
- Held appreciation event for Houston County providers.



- Developed a Community Solution Action Plan for Childcare needs in Houston County.
- Established a partnership with Workforce Development Inc (WDI) because of a \$255,000 ARPA dollar investment by the Houston County Commissioners.

See attached Community Solution Action Plan for Childcare Needs and WDI Childcare Pilot Program proposal

Keep Company Co-Working Space

This project is a partnership between Houston County EDA, The City of La Crescent, and La Crescent Chamber. It was supported by all Houston County Chambers and businesses in each of Houston County's Communities. The project began when the La Crescent Chamber had an opportunity to expand its current space and offered to create a co-working space for entrepreneurs on weekdays during their regularly scheduled hours in part of their Chamber space.

In 2023, the Houston County EDA:

- Continued to operate Keep Company Co-Working Space, a shared space with professional resources for local businesses.
- Hired our first intern for the space (with grant funds) who developed a business plan for Keep Company Co-Working Space.
- Working on a new partnership for 2024 with other co-working spaces in the area.

Farming Initiative

Continued work on a Houston County farming initiative to help farmers try new things both on and off the farm. The EDA's goal is to get to know farmers, develop plans based on their individual interests and needs, and help them adapt so that they can be successful.

Root River Trail Initiative

- Inspired in part by the opening of the Wagon Wheel Trail Bridge in La Crescent, MN a Memorandum of Agreement to Jointly Cooperate was entered into between the County of Houston, City of La Crescent, City of Houston, and City of Hokah to support the planning and development of a trail system between the member entity communities for public use as a recreational trail.
- Each community in the MOA appointed two citizens to serve on a citizen's committee in 2022.
- Participated in monthly meetings with the committee.

Houston Area Preservation Initiative

- Continued to work with the Houston Area Preservation Initiative (HAPI).
- HAPI is a 501c3 organization whose purpose is to preserve historic property for use as community arts, culture, history, and educational areas for residents and visitors alike.
- Currently restoring and renovating 301 Maple Street in Houston, MN once the home of N. H. Forsyth one of the oldest homes in the City of Houston.
- Worked with HAPI to author and they were awarded a second State Historic Legacy Grant another step in getting on the Historic Registry.

Looking Ahead to 2024

The Houston County EDA is preparing for the following projects in the coming year:

- Strengthen partnerships with schools and continue **Bluff Country Collaborative** initiative
- Continue to work with farmers on **farming initiative**
- Continue working with the **Childcare Core Team** to address childcare needs in Houston County
- Explore **housing needs** in Houston County
- Continue to look for **grant opportunities** for Houston County
- Continue working with various local and regional organizations, and various County departments
- Keep growing **public awareness** of the Houston County EDA
 - Convene with municipal EDAs
- Implement **strategic marketing practices** for Houston County and its communities
 - Provide support to local businesses and entrepreneurs
 - Carry out business retention visits and tours
 - Continue to offer business coaching
 - Host free technical assistance trainings and business workshops





Bluff Country Collaborative

2022-23 ANNUAL REPORT



110 East Grove St.
Caledonia, MN 55921
www.bluffcountrycollaborative.org

Regional Partnerships.
Local Impact!

A Message From BCC Leadership

Partnerships Create Value!

The 2022-23 academic year was a year of positive growth for the Bluff Country Collaborative (BCC). Building on established school, community, and business relationships in Southeastern MN, the BCC transitioned from a single grant-funded model to a braided funding model.

A more sustainable, braided funding model allowed the BCC to engage stakeholders in Fillmore and Houston Counties more directly and collaboratively. Coordinating with member school districts and with funding and support from 192 area businesses and industry professionals, our Youth Workforce Navigator worked to facilitate career exploration and skills development opportunities for more than 1,550 area junior high and high school students during the 2022-23 academic year.

We invite you to read our annual report and learn about our work and its positive impact on our area schools, businesses, and communities. Some 2022-23 Bluff Country Collaborative highlights include:

- Career and Technical Education (CTE) Exploration event held outdoors during the Fall Semester where employers bring equipment, facilitate fun activities, and allow students to see, touch, and experience CTE Careers in our communities.
- Annual Career Fair and Hiring Event for Employers, Students, and current job seekers held Spring Semester, where employers can meet and engage with our future workforce and line up interviews.
- Contractor Trades Panel Discussion (Spring Semester), where students not planning to attend college can meet, learn about, and ask questions of local trade and Union representatives.
- Employer/Business Tours, where students travel to a place of business and see firsthand the everyday internal operations of local and area businesses
- Mock Interviews for Juniors and Seniors, hosted by area industry and business professionals
- In-Class Speakers where current industry professionals can engage with students and talk about jobs in various career fields

The Bluff Country Collaborative leadership team would like to take this opportunity to thank our BCC schools, businesses, partners, industry professionals, and students who helped make 2022-23 a success. We look forward to continuing to facilitate and develop career pathways, experiential learning, and employer engagement opportunities in Fillmore and Houston Counties.

Gratefully,

Your Bluff Country Collaborative Leadership:



Our Mission

The mission of BCC amplifies local and regional experiential learning efforts, ensuring that all students in Southeastern Minnesota receive a combination of education and experience in grades 7-12 needed to pursue a meaningful career and/or education pathway after high school graduation.

Sustainable & Collaborative Impact

"BCC and their sponsored events have been beneficial for us, as they allow us to build relationships with prospective employees over time. Through these relationships, we get a much better understanding of the available employment pool and how to attract and retain quality talent in our area."

- Lane Powell, Harmony Enterprise



"Exploring opportunities in construction with young people at BCC events strengthens our future workforce. We get our name out there so once they turn 18, Wieser Brothers is at the top of their list for career opportunities in the trade industry."

- Abby Voss, Wieser Brothers

"We appreciated the opportunity to educate local high school students on the various career opportunities that Kwik Trip's vertical integration provides."

- Mia Rentmeester, Kwik Trip



"The BCC has been a great way to connect our future workforce with employers in the area. We want to keep our best and brightest in SE Minnesota, and the BCC helps show our students the great careers and industries that are available in their backyard."

- Jake Timm, Principal Rushford-Peterson

In 2022-23, BCC Students:

Discovered & Explored Multiple Careers



Bluff Country Collaborative
CTE Exploration Day
Dream Job Event
Industry Tours

Total Participation

Number of Participating:

Students	Employers	Schools
550	24	7
354	41	4
149	6	4
=====	=====	
1,053	71	

Learned & Engaged with Industry Professionals



Bluff Country Collaborative
Classroom Speakers
8th Grade Career Day*
Trade Panels/Assemblies
Mock Interviews

Total Participation

* Houston Public Schools

Number of Participating:

Students	Employers	Schools
48	6	3
120	15	4
80	7	5
84	60	3
=====	=====	
322	88	

Experienced Area Businesses - "Tried it Out"



Bluff Country Collaborative
Career Fair / Hiring Event
Job Shadows &
Work Experiences

Total Participation

Number of Participating:

Students	Employers	Schools
200	33	6
35	12	3
=====	=====	
235	45	

Although the BCC may not directly coordinate Job Shadows and Work Experiences, it plays a vital role in leveraging its network and professional resources to connect area schools with local employers.

About Bluff Country Collaborative

In the summer of 2017, local economic development staff began speaking with businesses about the dire need for employees. These conversations revealed that regional employers wanted to engage with local students to build workforce pipelines but needed more connections to the schools and additional capacity to manage programs. Simultaneously, the SE Perkins Consortium was facilitating conversations with area school districts to discuss experiential learning opportunities. These school districts were eager to provide experiential learning opportunities for their students. Still, they needed more community and business partners to offer programming on a larger scale.

When economic development and education leaders met and realized they were working on the same issue, albeit from different perspectives, it was immediately apparent that an opportunity existed to create a "bridge" between schools and businesses. This new partnership ultimately formed the Bluff Country Collaborative, an innovative effort to connect business, education and local government, and organizations committed to the region's economic sustainability.

Since 2017, the BCC's work has continued to expand, enabling thousands of students in Fillmore County, Houston County, and the surrounding area to actively target and explore numerous career pathways and employment opportunities with local and regional employers, beginning as early as 7th grade.

The BCC Leadership Partners

Allison Wagner (CEDA)

Director, Houston County, MN
Economic Development Authority

Amy Grover

Associate Director
Southeast Service Cooperative

Beth Christensen

Regional Youth Programs Coordinator
Workforce Development, Inc.

Brian Cashman

Secondary Coordinator
Southeast Perkins Consortium

Chris Hahn (CEDA)

Director, Fillmore County, MN
Economic Development Authority

Sarah Ness

Program Manager
Southeast Service Cooperative

MaryAnne Smith

Youth Workforce Navigator
Bluff Country Collaborative

"Ensuring the economic vitality of rural communities in Houston and Fillmore Counties by connecting schools, employers, local government, and community resources in an effort to provide meaningful, hands-on experience to the next generation of workers."

The Youth Workforce Navigator Role

The role of Youth Workforce Navigator provides a vital connection between area schools and local employers. Through a visible presence within each of the partner school districts, the Youth Workforce Navigator's primary focus is working with teachers and administrators to help identify and coordinate experiential learning opportunities for area students relevant to community workforce needs.

Since 2020, MaryAnne Smith, has served as the BCC Youth Workforce Navigator. An ag and math educator by profession, MaryAnne is uniquely qualified for this work, and understands first-hand the needs and challenges area students, teachers and administrators encounter related to career exploration, career pathway development, and engagement opportunities.

As the Youth Workforce Navigator, MaryAnne spends approximately 40 percent of her time at partner schools developing close working relationships with teachers and administrators, listening to their needs, and connecting them with area businesses. This physical presence also allows MaryAnne to quickly identify opportunities to collaborate with other schools with similar needs, maximizing participation for events like CTE Exploration Day, Trade and Industry Panel Discussions or Industry Tours.

As a result of her excellent work as the BCC Youth Workforce Navigator, MaryAnne Smith was named a **2022 Rising Star under 40** by the 7 Rivers Alliance, Tri-state Leadership Council.

BCC Partner School Districts



Caledonia, MN



Houston, MN



La Crescent - Hokah



Lewiston-Altura



Mabel-Canton



Rushford- Peterson



Spring Grove, MN

2022-23 Funding Partners

Platinum Partners



Arlin Falck
Foundation



Gold Partners



Silver Partners

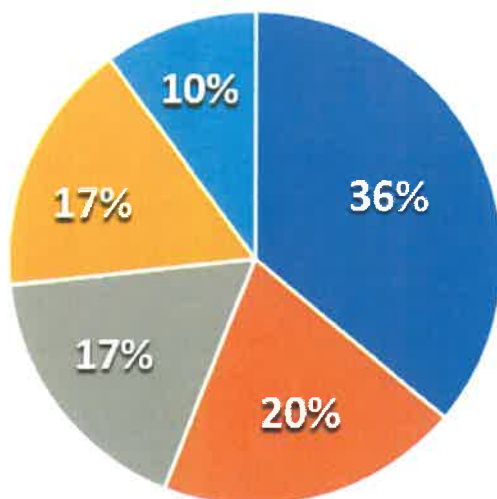


Bronze Partners

Caledonia Veterinary Clinic
Consolidated Energy
Dewey Enterprises

Gunderson Lutheran
Sleepy Hollow Chevrolet Buick

2022-23 Funding Sources



- Southeast Service Cooperative
- Area Business Partners
- Partner School Districts
- Community & Regional Grants
- Perkins Grant Funding

For more information on the Bluff Country Collaborative, Career Engagement Events in your area, or how your business or organization can become involved in preparing Southeastern Minnesota's future workforce, please visit our website at www.BluffCountryCollaborative.org, or contact MaryAnne Smith, BCC Youth Workforce Navigator at bccnavigators@gmail.com or 507-251-4388.



First Children's Finance

RURAL CHILD CARE INNOVATION PROGRAM

COMMUNITY SOLUTION ACTION PLAN FOR CHILD CARE

HOUSTON COUNTY, MINNESOTA

JULY 1, 2023

The Rural Child Care Innovation Program is possible due to generous funding from the Minnesota Department of Human Services.

mn DEPARTMENT OF
HUMAN SERVICES



This Community Solution Action Plan is designed to be a deep dive into the Rural Child Care Innovation Program.

You will step through every stage of the community engagement process from solution development to implementation.

Please visit
www.ruralchildcare.org
for continued updates on
community progress.

Minnesota State Director
Suzanne Pearl

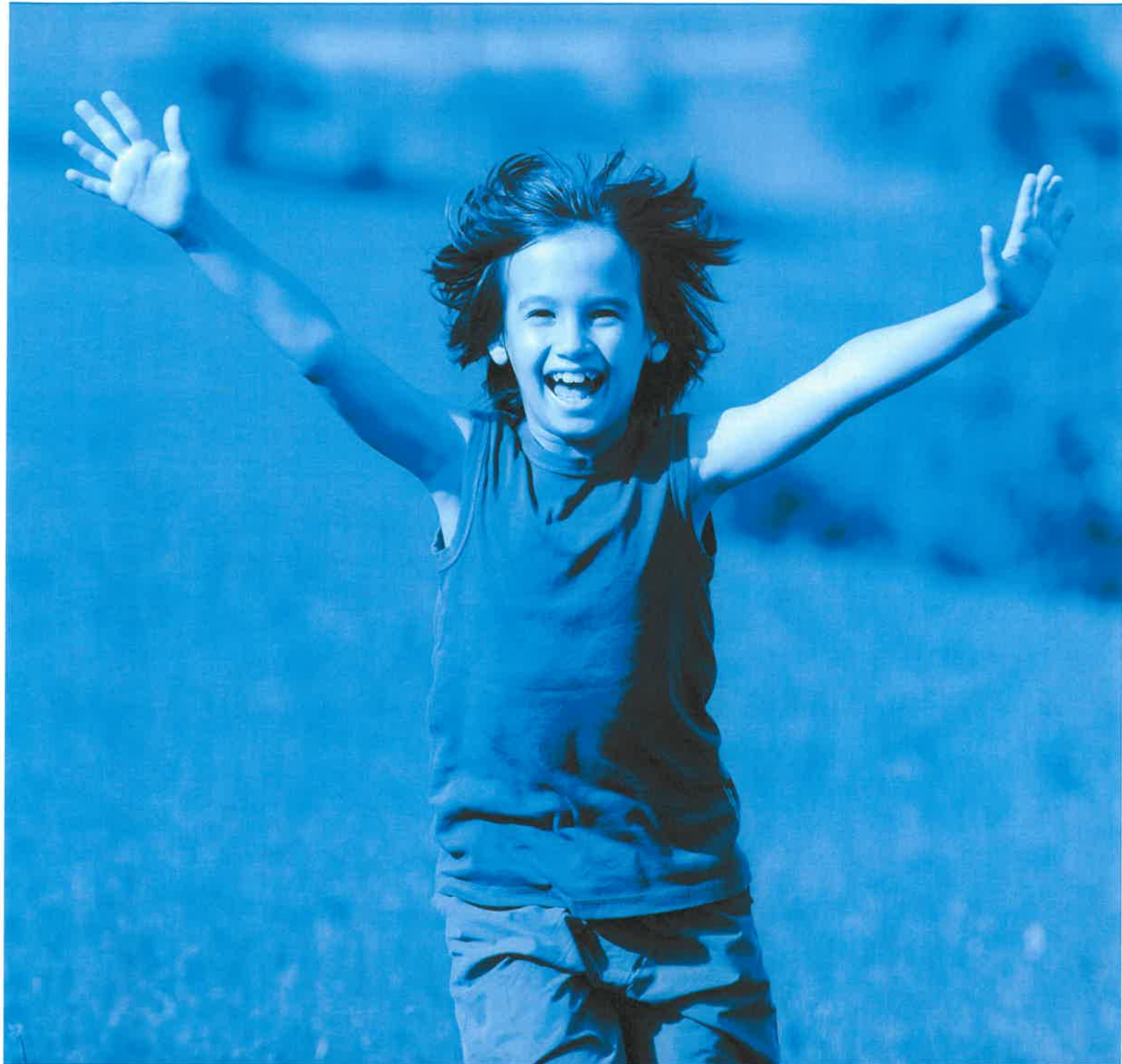
Minnesota Associate Director
Jessica Beyer

Program Lead
Candace Cegla

Contributing Member
Jessica Richards

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"If employees can't find quality care for their children, they won't work for you. They won't move to your community, or they'll be forced to move away, or they might have to consider quitting their job to stay home with their children because
they have no other option."

Kris Bevell

Editor
Prairie Business Magazine

EXECUTIVE SUMMARY

The Rural Child Care Innovation Program (RCCIP) is a community engagement process designed to develop right-sized solutions to address the needs of early care and education in Minnesota's rural communities. The goal of RCCIP is to help communities identify the size and scope of their child care challenges and to empower and support communities to develop solutions to address these challenges.

The Community Solution Action Plan for Houston County intends to outline the child care challenges identified in the county and the proposed solutions to improve the state of child care in the area. A Core Team from Houston County, with the support of First Children's Finance, conducted a thorough investigation and analysis to uncover the factors contributing to the child care shortage in the area through individual interviews and surveys with a multitude of stakeholders.

To understand the potential need for child care in Houston County, First Children's Finance conducted a Supply and Demand Gap Analysis and community surveys, which showed a child care shortage of approximately 206 slots. The analysis revealed it is very difficult to be a child care provider due to numerous rules and regulations, low pay and no benefits, long hours, and high operating costs. Staffing is a significant expense for many child care programs, resulting in 60-80% of overall expenses. This heavily influences the ability of child care providers to sustain their child care operations.

The analysis also revealed the child care shortage has severely impacted parents living in Houston County. Thirty-two percent of parent survey respondents declined employment or withdrew from the workforce due to child care issues, and 39% of employers responded that child care impacted their ability to attract employees. Additionally, 17% of employers said the child care shortage has impacted their ability to retain employees. Absence from work (when a provider is closed for the day), inability to work a flexible schedule, inability to work different shifts, and tardiness to work hinders the ability of parents to advance in their careers and the ability of employers to meet their business needs.

Some of the major factors contributing to the child care shortage in Houston County include an increase in dual-working families, attraction of new employees to the area, affordability of child care, difficulties of being a child care provider, and lack of community recognition for child care providers.

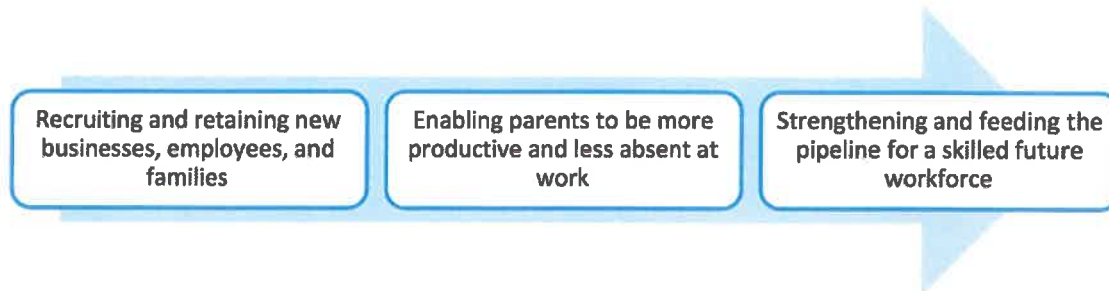
Through the RCCIP, Houston County has identified five goals to address child care challenges. These goals include:

1. Identify within 6 months facilities available for additional slots such as pod, centers, and home providers in facilities.
2. In the next year, develop biannual "Super Saturday" training tracks for required continuing education for home and center providers, including how to offset provider costs.
3. Implement a child care appreciation program countywide within 6 months.
4. In the next year, interest at least 10-15 individuals in a pathway to child care entrepreneurship.
5. Create a website or webpage for child care—for the public, for new providers, and current providers. Within 6 months, do research, and within one year put in place said website.

In implementing these goals, Houston County will improve the state of child care, empower local child care providers through continuous community support, provide parents with more care options, and give providers stronger resources to run and operate their child care business. In the next 18 months, First Children's Finance will support the core team in implementing these goals and measuring outcomes of their efforts.

THE IMPORTANCE OF HIGH QUALITY CHILD CARE IN COMMUNITIES

In rural communities the ebbs and flows of the local economy greatly influence the sustainability and supply of child care and vice versa. Because of this, the Rural Child Care Innovation Program addresses child care and early education challenges through a framework of regional economic development. A robust supply of high-quality child care fosters community growth through:



The connection is clear: when our children thrive, so do our communities. Investing in early care and education is not only the right thing to do for our youngest citizens, but the best thing to do for our economic growth and prosperity.

INTRODUCING THE RURAL CHILD CARE INNOVATIVE PROGRAM

Child care is an economic driver for rural communities across the United States, and many communities are facing shortages of high-quality child care. The Rural Child Care Innovation Program (RCCIP) is based on the fundamental idea that rural communities are greater than their size in numbers and greater than their current challenges. By mobilizing and empowering rural communities, the landscape of early care and education is changing in rural America.

PROGRAM FOCUS

Children living in rural areas are more likely to come from low-income households than children in urban areas and are more likely to be living in poverty for longer periods of time. Many rural areas struggle to attract and retain a young, educated workforce, while others lack the resources to keep up with their own growth and success. Although rural communities face many challenges, they are also resilient. They have the innovation it takes to develop nimble, creative solutions that will be effective in their communities. The Rural Child Care Innovation Program leverages communities' independent, can-do attitudes to address early care and education in Greater Minnesota.

PROGRAM ACTIVITIES & GENERAL TIMELINE

APPLICATION PHASE		
ACTIVITIES	TIMING	DETAILS
Application Opens	April 4, 2022	Send the application, post on website
Webinar	April 14, 2022	Learn about RCCIP, expectations, and ask questions
Application Deadline	May 13, 2022	Due by 5:00pm
Follow Up Questions For Applicants	Week of May 23, 2022	FCF will connect by phone or email
Final Awards Made	June 10, 2022	FCF will notify via email
PLANNING PHASE		
ACTIVITIES	TIMING	DETAILS
Core Team Lead Orientation	July 19, 2022	Meeting with Core team leaders to set expectations
Core Team Planning Meeting	October 24, 2022	Face-to-face or virtual meeting to map out community engagement activities and fully develop the timeline
Data Gathering & Community Engagement Activities	November 2022	Core Team engages community in gathering data and makes community aware of their work
Ongoing Core Team Check-ins	November 2022–February 2023	Virtual monthly Core Team meetings
Child Care Appreciation Event	January 24, 2023	Dinner is organized to recognize and appreciate providers in the community
Synthesize Data	January–February 2023	FCF synthesizes data into useful info for town hall meeting
Planning Meeting for Town Hall	February 3, 2023	Core Team planning for the town hall meeting
Child Care Provider Recruitment	On-going	Recruit providers to participate business trainings, business leadership cohorts, and one-on-one consultation conducted by FCF
Town Hall Event	February 7, 2023	Community wide event to identify and develop projects
IMPLEMENTATION PHASE		
ACTIVITIES	TIMING	DETAILS
Organization of Town Hall Ideas	February 2023	FCF staff organizes Town Hall ideas into a workable format
Implementation Planning Retreat	March 1, 2023	Face-to-face meeting to prioritize goals; develop SMART goals and map out implementation activities, plan for the Community Launch
SMART Goal Finalization	March 17, 2023 and April 21, 2023	One or two virtual meetings to finalize goals, action steps, and identify local project leaders
Community Solution Action Plan (CSAP) Development	March– May 2023	FCF creates report detailing community data, types of solutions, and community identified projects
Planning mtg for Community Launch and Action Step updates	June 2023	Face-to-face or virtual meeting to share the CSAP, plan the community launch of the CSAP, and share action step updates
Community Launch of CSAP	June/July 2023	Press release and community activities to share the CSAP
Regular Core Team Meetings	May 2023 – June 2024	Updates from project teams to the core team; frequency determined by core team; facilitated by Core team lead
Biannual Reports	May 2023 – July 2024	Core team lead provides written biannual updates to FCF
Regular Project Team Meetings	May 2023– July 2024	Project teams meet to implement community solutions; facilitated by project team lead
Technical Assistance Support	May 2023– June 2024	FCF provides Technical Assistance when needed
Final Report	May 2024	Core Team leader submits final written report to FCF
Celebration	June/July 2024	Core team celebrates its success



EXPECTED OUTCOMES AND IMPACT

The Rural Child Care Innovation Program is designed to support fundamental change in the overall conditions for child care in the areas that it is delivered. This is accomplished through various methods that include:

- A thorough analysis of the current child care supply and demand, and evaluation of community factors impacting the local child care supply.
- Events that educate community members about the link between quality child care, rural economic development, and viable communities.
- A Community Solution Action Plan that includes innovative solutions generated through a facilitated Town Hall process.
- Support and business improvement services to existing family child care providers and child care centers.
- Access to First Children's Finance's expertise, resources, and tools, including research and financial modeling.
- Links to other communities working on similar issues.

Measurements of success are determined through a tactical project management grid that provides guidance to the Core Team about the involved participants and their projected steps and progress towards project completion.

ABOUT HOUSTON COUNTY

Houston County, nestled in the Driftless region of Southeastern Minnesota is home to quaint, historic towns and surrounding farmland. The rural communities in the County are home to mom-and-pop stores and international manufacturing companies alike. The 2020 U.S. Census reports 18,843 people make their permanent home within the county.

Houston County reports that the lack of child care is having a negative impact on their local businesses and overall economy. The county's workforce shortage when combined with a child care shortage is forcing some parents to either drop out of the workforce altogether, cut back on time spent working, or requiring them to travel long distances outside of the County to find childcare. Houston County has several in-home childcare providers that are nearing retirement age and will be retiring in the next five years. Houston County shared they have a long history of working together to solve community challenges and are committed to working creatively to implement solutions that will help to narrow the gap they are experiencing for child care need within the County.



LOCAL CORE TEAM REPRESENTATION

The Core Team was identified locally and asked to commit to investigating the child care challenges in Houston County. The Core Team has and will continue to support development of solutions to sustain a high quality and sustainable child care infrastructure in Houston County.

- Allison Wagner- Director, Houston County Economic Development Authority/Small Cities Development Program Specialist at CEDA
- Chris Hardie- Chief Executive Officer, Seven Rivers Alliance
- Robert Burns- Commissioner, Houston County Board of Commissioners
- Michelle Ellingson- Assistant to the City Administrator, City of Caledonia
- Dee Slinde- Employer Outreach Specialist, Workforce Development of Southeast Minnesota
- Gretchen Juan- Director of Community Education, Caledonia Public Schools
- John Pogleasa- Director of Public Health and Human Services, Houston County
- Karen Kohlmeier- Financial Assistance Supervisor, Houston County Public Health and Human Services
- Larry Kirch- Economic Development Director, City of La Crescent
- Courtney Bergey Swanson- Director, Spring Grove Economic Development Authority
- Teala Amberg- Interim Director, The Little Gnome Childcare and Preschool; Special Education Teacher, Spring Grove Public Schools
- Alissa Peterson- Parent
- Brianna Renk- Licensed Childcare Provider in Caledonia, MN
- Dawn Felton- Child Care Trainer
- Ty Haupt- Thrivent Financial Representative
- Jean Kinneberg- Caledonia Chamber of Commerce

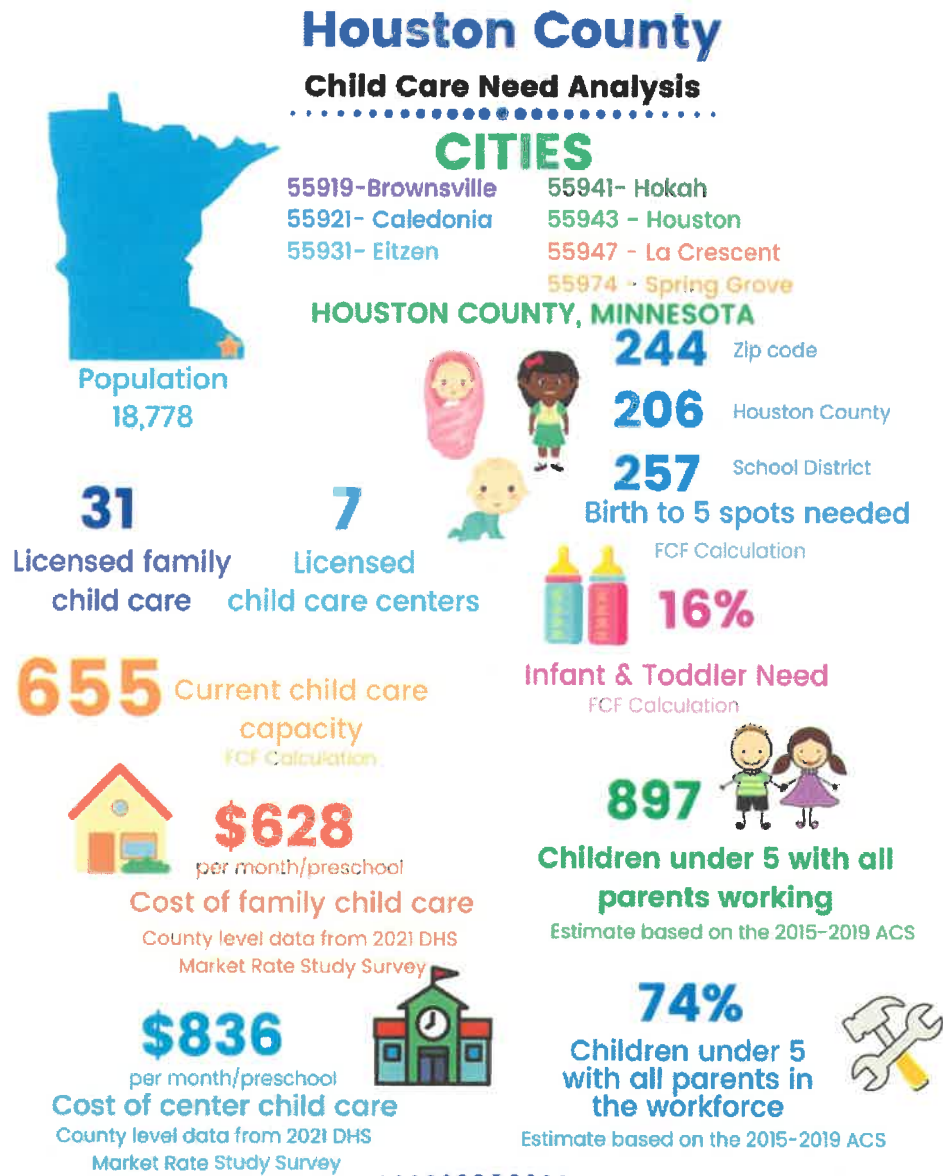
CHILD CARE DATA AND EARLY EDUCATION TRENDS

As part of the Rural Child Care Innovation Program, the local community was provided with various forms of data to understand the contributing factors to the child care challenges. First Children's Finance leveraged different data sources to pull together an illustrative picture of the impact of child care in the local area. These data sources include US Census Information, MN Child Care Licensing Records, Minnesota Department of Education, MN DEED, School District Census information and other internal research tools including First Children's Finance data.



POTENTIAL NEED OVERVIEW

First Children's Finance conducted a supply and demand gap analysis which provided a view of potential child care needs. When analyzing data, we look at a range of slots. This gives us the best picture of the need in the County. The Supply Demand Gap Analysis for Houston County dated August 10, 2022 shows a shortage of 206 slots for children birth to age five with all available parents in the workforce. The highest potential need is in the City of Houston and the City of La Crescent with 77 slots needed in each community. Narrowing that down even further, the data shows that roughly 16% of the slots needed are for infants and toddlers.



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First Children's Finance

August 2022

In surveying family child care providers, we learned 33% plan on staying business less than 5 years. Seventeen percent of providers stated they are planning on being in business 6-9 more years while 50% said they are planning on staying for 10 plus years. It is important for Houston County to think about ways to retain family child care providers as well as building more slots within the community.



FAMILY CHILD CARE – BY THE NUMBERS

First Children's Finance evaluated the current supply of family child care to identify trends that needed further examination.

- The average length of service is slightly higher than the state average.
- Twenty-nine percent of providers have less than 5 years of service, which is slightly higher than the state average of 27%. Thirty-two percent of providers have more than 20 years of service which is on par with that of the state average.
- Providers with less than 5 years of service and those with more than 20 years of service are most at risk for turnover in an industry that already sees tremendous employment turn-over rates.

	LOCAL	STATE
TOTAL FAMILY CHILD CARE PROVIDERS	31	7071
AVERAGE LENGTH OF SERVICE	14 years	13.8 years
LESS THAN 5 YEARS / SERVICE	9 / 29%	1904 / 26.9%
MORE THAN 20 YEARS / SERVICE	10 / 32%	2276 / 32.2%
NON-OWNER OCCUPIED	0 / 0%	236 / 3.3%
NON-RESIDENTIAL DWELLING	0 / 0.0%	43 / 0.6%

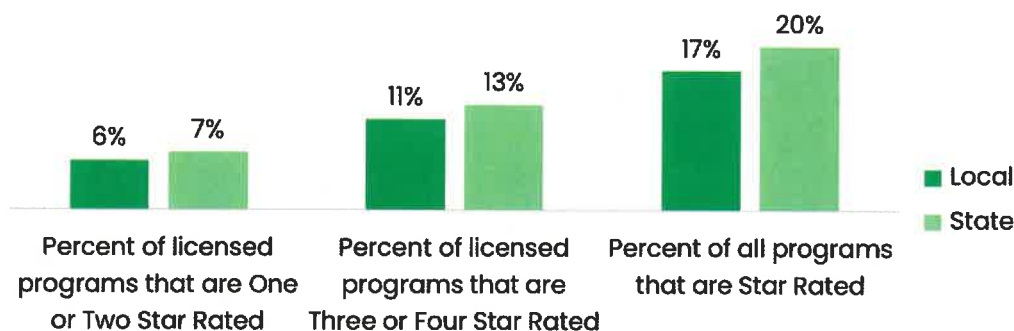
June 2022



QUALITY CHILD CARE OVERVIEW

First Children's Finance examined state-wide information about the number of child care programs that are participating in the Parent Aware program.

Parent Aware is Minnesota's Quality Rating and Improvement System that identifies programs that go above and beyond the general licensing requirements to obtain higher quality in their child care programs.



The chart above demonstrates that child care providers in Houston County fall slightly behind the state average when it comes to Parent Aware enrollment. This is a critical component when we evaluate the quality child care program offerings in the area.



AVERAGE COST OF CHILD CARE

Child care is a large investment for families with children. A market rate survey of child care providers was conducted as part of the RCCIP to inform child care investments in the area.

The following chart shows the average cost of child care investment on a weekly basis at the 75th percentile for each age group in both a center and family child care setting. This number means 25% of child care programs charge more than this number and 75% of child care programs charge less.

Area Market Rates –Houston County

AGE GROUP - CHILD CARE CENTER	WEEKLY RATE	ANNUAL TOTAL
75TH PERCENTILE - INFANT WEEKLY	\$ 225.00	\$ 11,700
75TH PERCENTILE - TODDLER WEEKLY	\$ 205.00	\$ 10,660
75TH PERCENTILE - PRESCHOOL WEEKLY	\$ 193.00	\$ 10,036
75TH PERCENTILE - SCHOOL AGE WEEKLY	\$ 175.00	\$ 9,100

AGE GROUP - FAMILY CHILD CARE	WEEKLY RATE	ANNUAL TOTAL
75TH PERCENTILE - INFANT WEEKLY	\$ 150.00	\$ 7,800
75TH PERCENTILE - TODDLER WEEKLY	\$ 150.00	\$ 7,800
75TH PERCENTILE - PRESCHOOL WEEKLY	\$ 145.00	\$ 7,540
75TH PERCENTILE - SCHOOL AGE WEEKLY	\$ 140.00	\$ 7,280

2021 Child Care Market Rate Survey: Minnesota Child Care Provider Business Update

The Child Care Assistance Program (CCAP) is a statewide program that helps families of low income to afford high quality child care. Families need to financially qualify to access CCAP and the amount of CCAP received by families will vary depending on their income levels. CCAP reimbursement rates are based on market rates, and there is a maximum reimbursement rate a county can distribute to qualifying families. The maximum reimbursement rates can vary from county to county. When surveyed, 67% of family providers and 100% of centers indicated they accept CCAP reimbursement for families.

CCAP –Houston County (No quality differential)

AGE GROUP - CHILD CARE CENTER	WEEKLY RATE	ANNUAL TOTAL
NO QUALITY DIFFERENTIAL - INFANT WEEKLY - CENTER	\$ 200.00	\$ 10,400
NO QUALITY DIFFERENTIAL - TODDLER WEEKLY - CENTER	\$ 185.00	\$ 9,620
NO QUALITY DIFFERENTIAL - PRESCHOOL WEEKLY - CENTER	\$ 174.00	\$ 9,048
NO QUALITY DIFFERENTIAL - SCHOOL AGE WEEKLY - CENTER	\$ 150.00	\$ 7,800

AGE GROUP - FAMILY CHILD CARE	WEEKLY RATE	ANNUAL TOTAL
NO QUALITY DIFFERENTIAL - INFANT WEEKLY - FAMILY	\$ 135.00	\$ 7,020
NO QUALITY DIFFERENTIAL - TODDLER WEEKLY - FAMILY	\$ 130.00	\$ 6,760
NO QUALITY DIFFERENTIAL - PRESCHOOL WEEKLY - FAMILY	\$ 145.00	\$ 5,980
NO QUALITY DIFFERENTIAL - SCHOOL AGE WEEKLY - FAMILY	\$ 125.00	\$ 6,500

Because high quality child care programs cost more to operate there is a CCAP differential for programs that are volunteering to participate in the Parent Aware Star Rating Program. If a child care program has a 3-Star Parent Aware rating, the CCAP maximum reimbursement increases by a 15% differential. Three-Star Parent Aware Programs are required to implement curriculum and assessment tools throughout their entire program. The chart below shows the increased maximum reimbursement rate. If a child care program has a 4-Star Parent Aware rating the CCAP maximum reimbursement increases by a 20% differential. Four Star Parent Aware programs are also required to implement curriculum and assessment tools throughout their entire program. Below is the 4-Star 20% differential maximum CCAP reimbursement rate for Houston County.

CCAP –Houston County

AGE GROUP - CHILD CARE CENTER	WEEKLY RATE	ANNUAL TOTAL
20% QUALITY DIFFERENTIAL - INFANT WEEKLY - CENTER	\$ 240.00	\$ 12,480
20% QUALITY DIFFERENTIAL - TODDLER WEEKLY - CENTER	\$ 222.00	\$ 11,544
20% QUALITY DIFFERENTIAL - PRESCHOOL WEEKLY - CENTER	\$ 208.80	\$ 10,858
20% QUALITY DIFFERENTIAL - SCHOOL AGE WEEKLY - CENTER	\$ 180.00	\$ 9,360

AGE GROUP - FAMILY CHILD CARE	WEEKLY RATE	ANNUAL TOTAL
20% QUALITY DIFFERENTIAL - INFANT WEEKLY - FAMILY	\$ 162.00	\$ 8,424
20% QUALITY DIFFERENTIAL - TODDLER WEEKLY - FAMILY	\$ 156.00	\$ 8,112
20% QUALITY DIFFERENTIAL - PRESCHOOL WEEKLY - FAMILY	\$ 174.00	\$ 9,048
20% QUALITY DIFFERENTIAL - SCHOOL AGE WEEKLY - FAMILY	\$ 150.00	\$ 7,800

While rates of investment for child care are high for families, many child care operations run on very slim margins due to the high cost of quality staffing and care. Staffing is a significant expense for many child care center programs at 60–80% of overall expenses.

Many Family Child Care providers invest significant portions of tuition revenue back into their operations leaving providers with less than minimum wage for compensation, according to research by First Children's Finance.





OTHER LOCAL SUPPORTING DATA

As part of the overall collection and review of data, First Children's Finance shared additional data outcomes such as third grade reading proficiency rates and local graduation rates. There are multiple studies indicating a link between the quality of early education opportunities and school readiness. Third grade reading proficiency rates and high school graduation rates are one way to link the two. Lower Achievement levels from birth to age five can be an early indicator of future challenges in school, engagement in higher education, and teen pregnancy rates. The higher the quality of early care and education programs for children birth to age five the higher the achievement later in life. As depicted in the tables below, some school districts in Houston County show reading proficiency levels and graduations rates that are lower than that of the state average, while some fall above the state average.

Third Grade Reading Levels

DISTRICT	2021 PROFICIENCY RATE
Houston Public Schools #294	56%
Spring Grove School District #297	42%
Caledonia Area Public Schools #299	71%
La Crescent-Hokah Public Schools #300	45%
Statewide	49%

Minnesota Department of Education Report Card

Local Graduation Rates

DISTRICT	2021 GRADUATION RATE
Houston Public Schools #294	60%
Spring Grove School District #297	93%
Caledonia Area Public Schools #299	92%
La Crescent-Hokah Public Schools #300	98%
Statewide	83%

Minnesota Department of Education Report Card



ABILITY TO PAY FOR CHILD CARE

Many families working on the lower end of the wage spectrum have difficulty paying for child care. The following charts provide an overview of local economic factors that can further impact child care:

Household Income –Houston County

TOTAL HOUSEHOLDS ACS 2019 5YR ESTIMATE	%
Less than \$10,000	4.4%
\$10,000 to \$14,999	3.3%
\$15,000 to \$24,999	8.3%
\$25,000 to \$34,999	9.2%
\$35,000 to \$49,999	13.9%
\$50,000 to \$74,999	22.5%
\$75,000 to \$99,999	14.0%
\$100,000 to \$149,999	15.4%
\$150,000 to \$199,999	5.2%
\$200,000 or more	3.7%
TOTAL HOUSEHOLDS	8,253
MEDIAN HOUSEHOLD INCOME	\$60,382

U.S. Census American Community Survey 2019



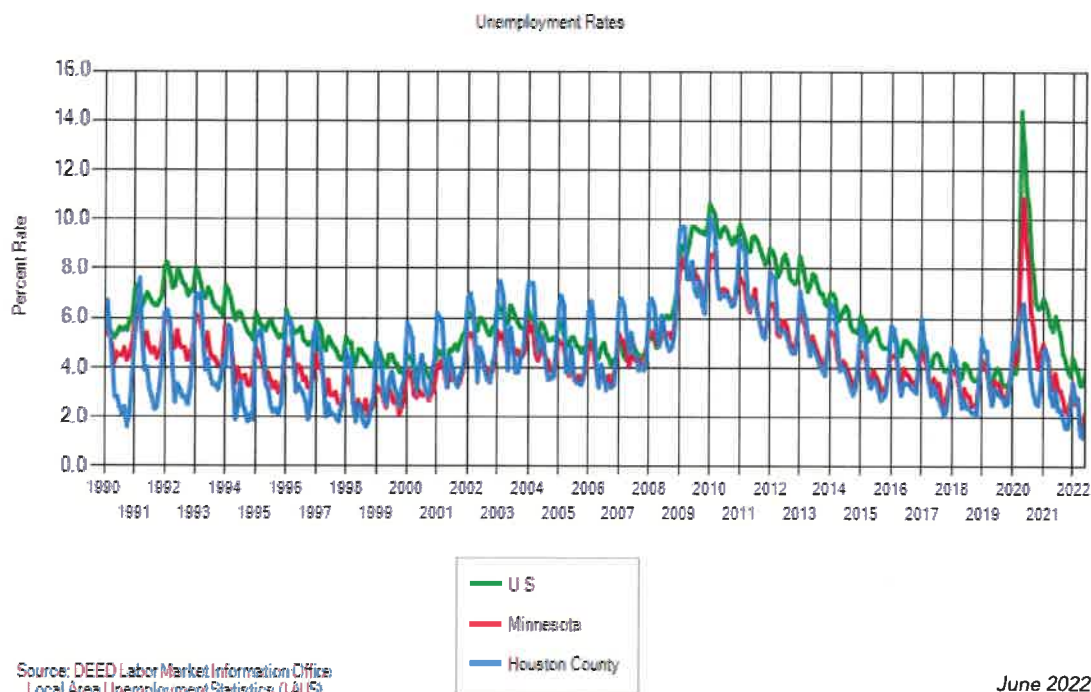


LOCAL EMPLOYMENT CONDITIONS

Employment data was also considered by First Children's Finance in the analysis of the child care situation in Houston County. Employment data can serve as an indicator that additional child care is needed to support the employment needs of the community since there are more two-parent families employed.

Unemployment Rates –Houston County

In June of 2022, when this initial analysis of data for Houston County was completed, the unemployment rate was 1.8% which is a relatively low unemployment rate. This can also indicate the need for more child care in the community. Additional child care strengthens the local economy by allowing more families to return to the workforce.



Top Local Industries –Houston County

Employers in Houston County were invited to participate in the child care conversation and complete surveys because they are impacted by absenteeism and decreased employee productivity when child care is a challenge. Furthermore, employers have been able to provide valuable insight and resources into child care discussions.

Top 3 Industries	# Employees	% of Workforce
Industry: Health Care and Social Assistance	906	18%
Industry: Educational Services	546	11%
Industry: Manufacturing / Retail Trade	494	10%

COMMUNITY INSIGHTS

Extensive outreach was conducted by the Core Team to engage the community about child care. This work included one-on-one stakeholder meetings with various community leaders, parent and provider electronic surveys, focus groups and presentations about child care. Through these various inputs, the Core Team was able to better understand the underlying causes of the local child care challenges.

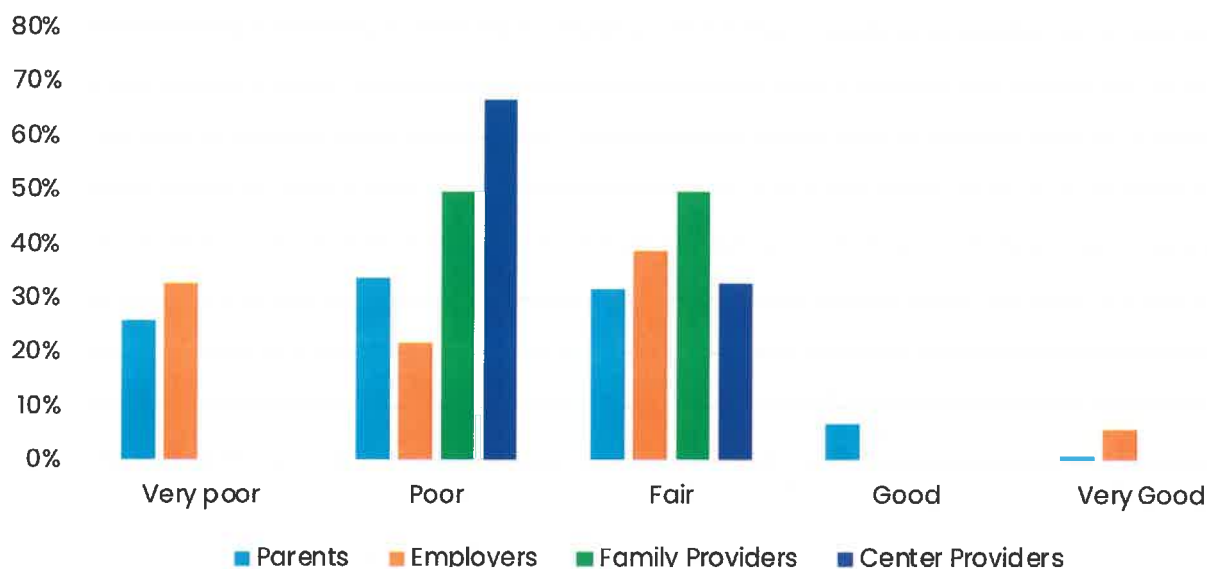


COMMUNITY SURVEYS – SELECTED PERSPECTIVES

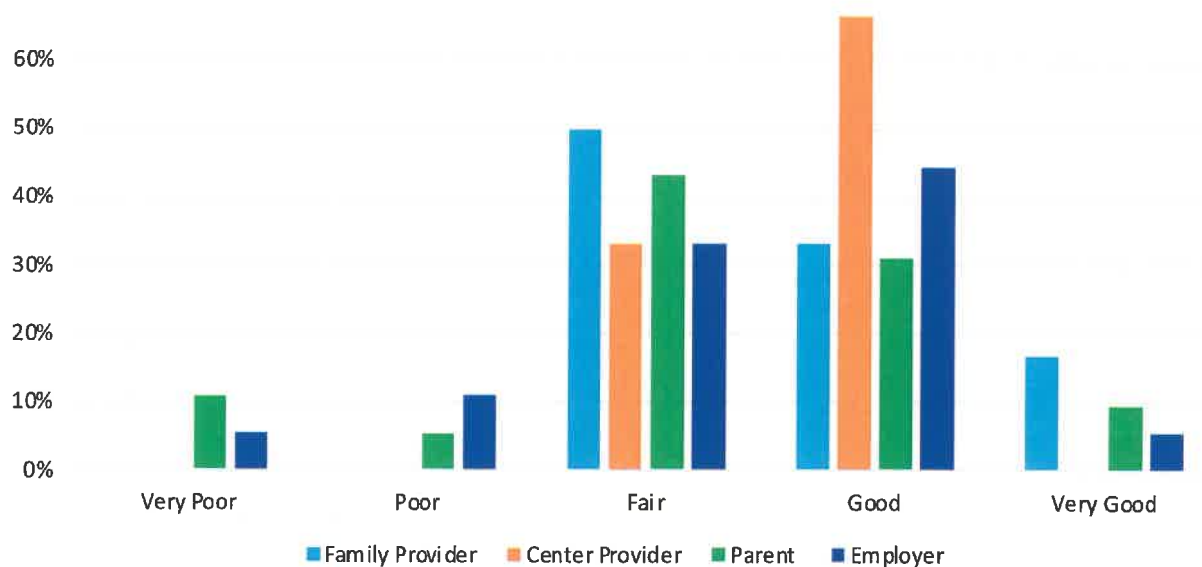
The general community was invited to participate in a comprehensive survey about child care in Houston County. Respondents included 113 individuals for the parent survey and 18 employers for the employer survey. A separate survey gathered information specific to child care businesses from 6 family child care providers and 3 child care centers.

The following charts represent some highlighted perspectives within the community:

Perceptions: Availability of Child Care in the Local Area



Perceptions: Quality of Child Care in the Local Area

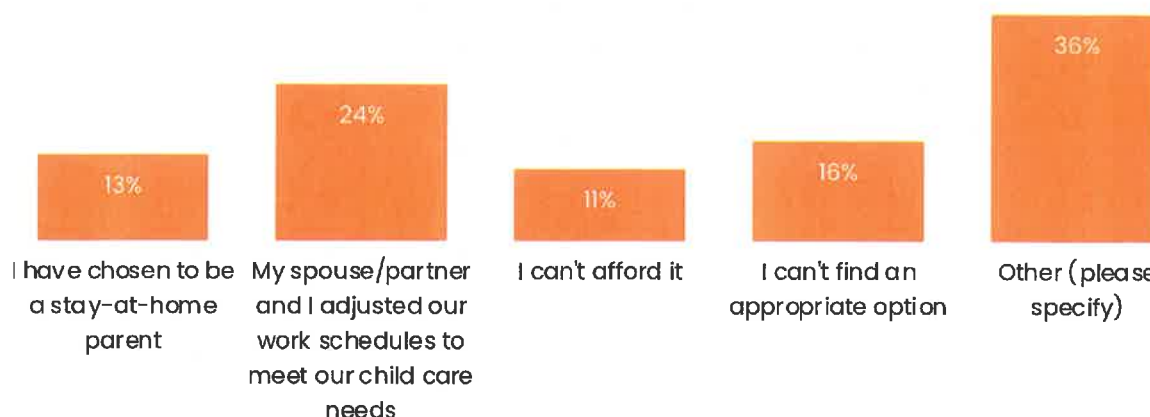


While specific questions about the definition of quality were not part of this survey, survey responses show child care providers and the local community are in general agreement on the availability of high quality child care in the area. When survey participants were asked about what is important for them in a child care program, they ranked their preferences as follows (1 being the most important):

1. Safe and healthy environment
2. Conveniently located
3. Uses an educational curriculum
4. Licensed by DHS
5. Provider has high level of education
6. Provider is someone I know
7. Provider is Parent Aware rated

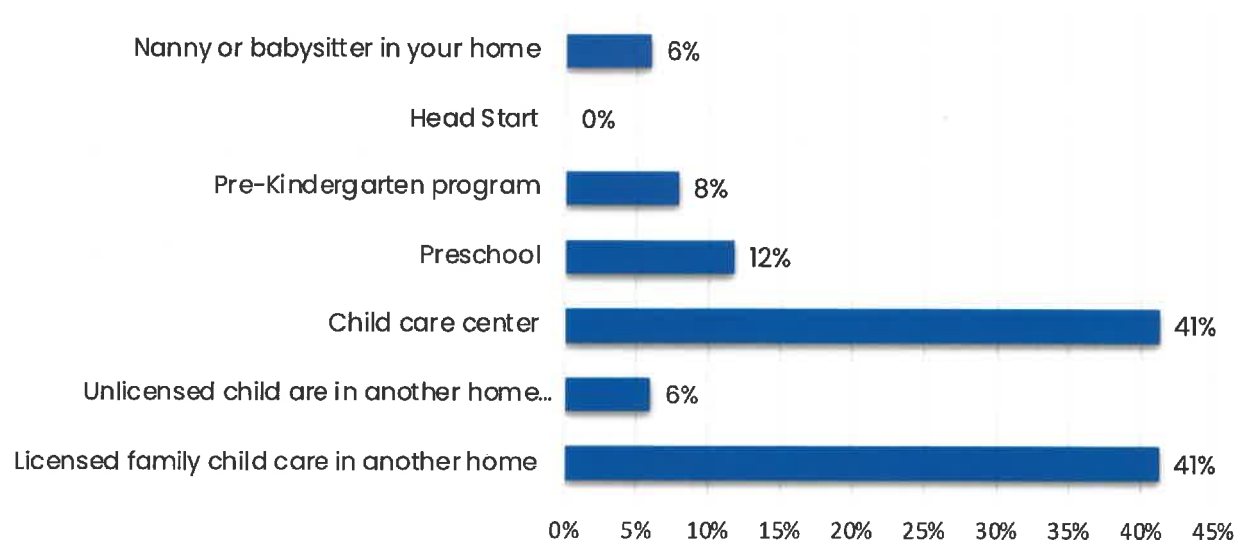
Reasons for Not Enrolling in Preferred Care

Below is a chart depicting the percentage of parents who responded to the survey stating they no longer require child care. It is worth noting that 60% of the parents who completed the survey did not answer this question. We also see notable responses stating that parents adjusted their work schedules to meet the needs of their child care or that they can not find an appropriate child care option.



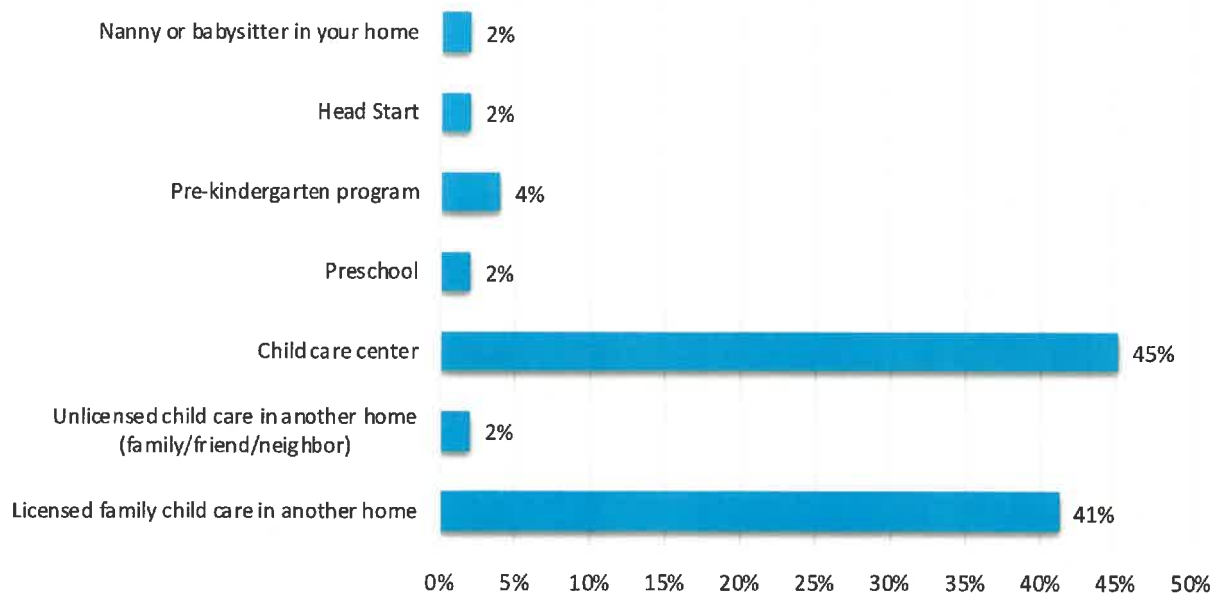
Types of Care Parents are currently using

The chart below shows the types of child care currently being used by families in Houston County.



Types of Care Parents Prefer to Use

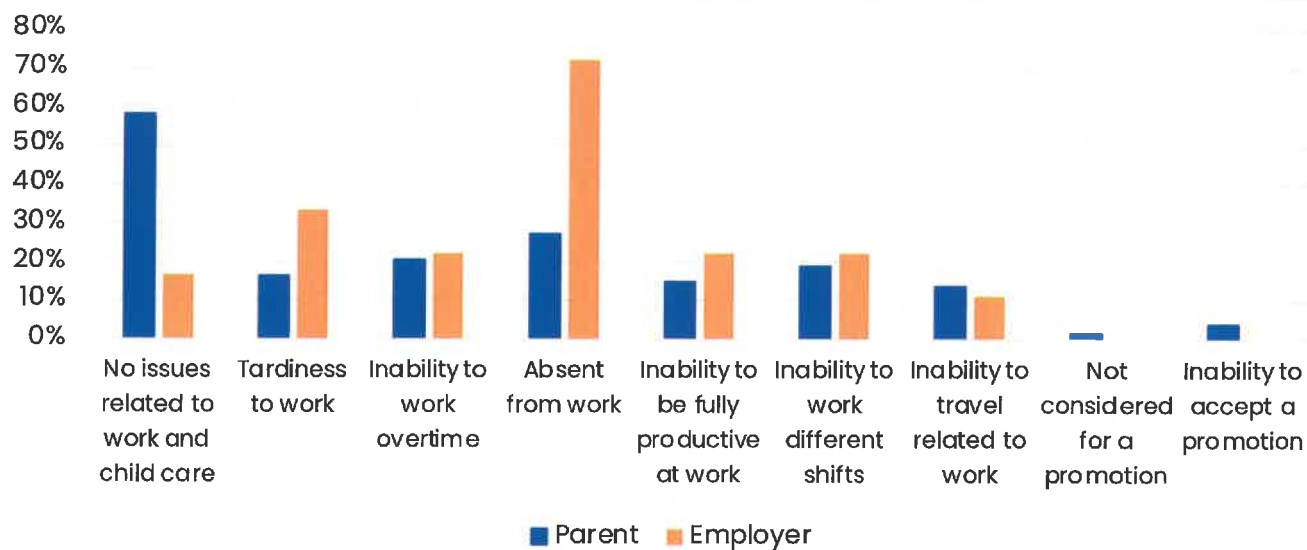
The types of care parents in Houston County prefer are shown on the chart below. When a community can better meet the preferred child care options of families the community will be more successful in attracting new families and individuals to the community to live and work.



Community and Business Impacts of the Child Care

Beyond families and children, the greater community and local businesses can also be impacted by child care challenges and issues. Child care is often framed as an economic development issue by communities facing declining populations or challenges with the work force. These issues can compound and further extend into the business community by causing loss of workers due to unavailable child care or by businesses relocating to environments with better availability of care. The chart below illustrates the occurrence of various work-related issues from both a parent employee and an employer perspective.

Work Issues Occurred Due to Child Care Arrangements in the Last 12 Months

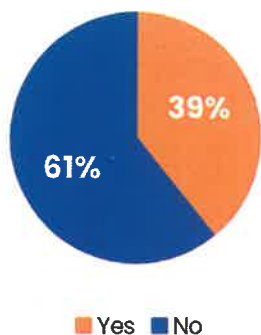


Normal work environments can be adversely impacted when child care is a challenge for employers and workers. As illustrated, the biggest impact of child care limitations include absence from work (when a provider is closed for the day), inability to work a flexible schedule or work different shifts, and tardiness to work. Thirty-nine percent of employers responded that the lack of childcare impacted their ability attract employees and 17% stated that it has an impact to retain employees.

Additional child care related challenges for parents included 20% with an inability to work overtime, 15% with an inability to be fully productive at work and 14% are not able to travel related to work. While employers responded that 11% of their employees were not able to travel for work, 0% mentioned that parents were not considered for promotion or did not accept a promotion due to child care challenges.

Impact on Family Planning –Houston County Area

When parents were asked if the availability of their preferred child care option had impacted their decision to have another child and/or if it limited the size of their family, 39% responded it had.

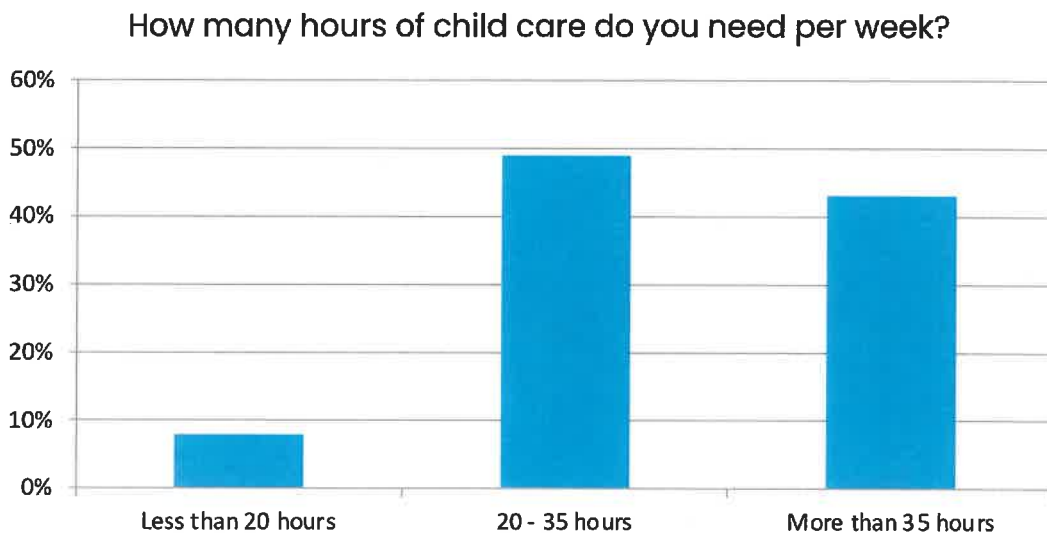


In addition to the impact on family planning, child care shortages can also impact the local employment environment. In the survey, 32% of parents responding had declined employment or withdrawn from the workforce due to child care issues.

TYPES OF CHILD CARE NEEDED

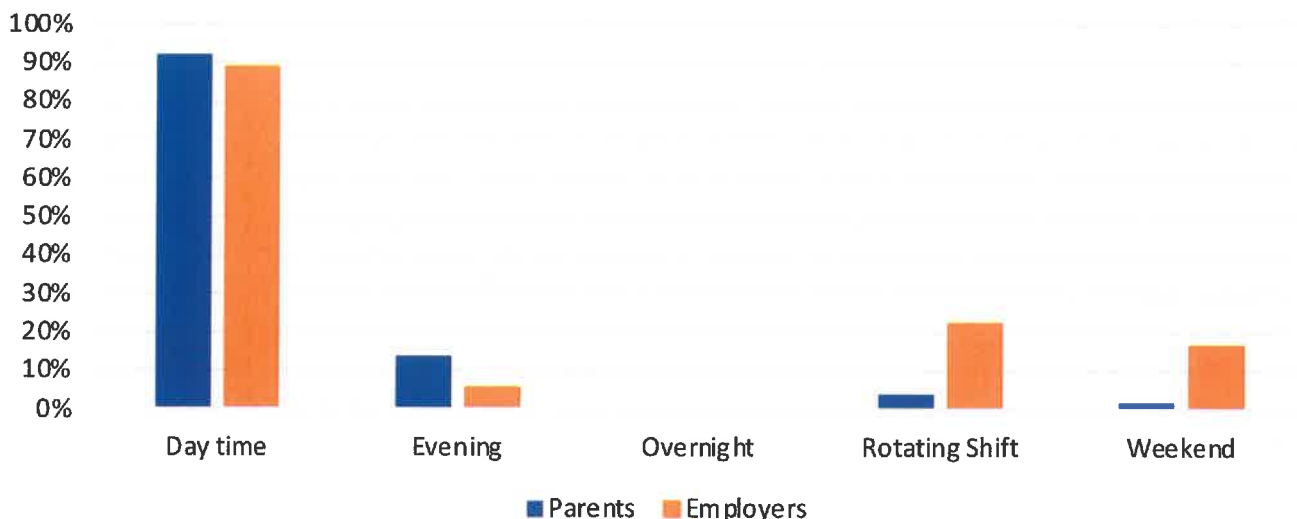
It is important for a community to understand the types of child care parents need to be able to identify the right sized solutions for the community. The survey indicated that 49% of families need care for 20-35 hours per week and 43% need care for more than 35 hours of care and are looking for full-time child care options.

What is the type of child care arrangements needed?

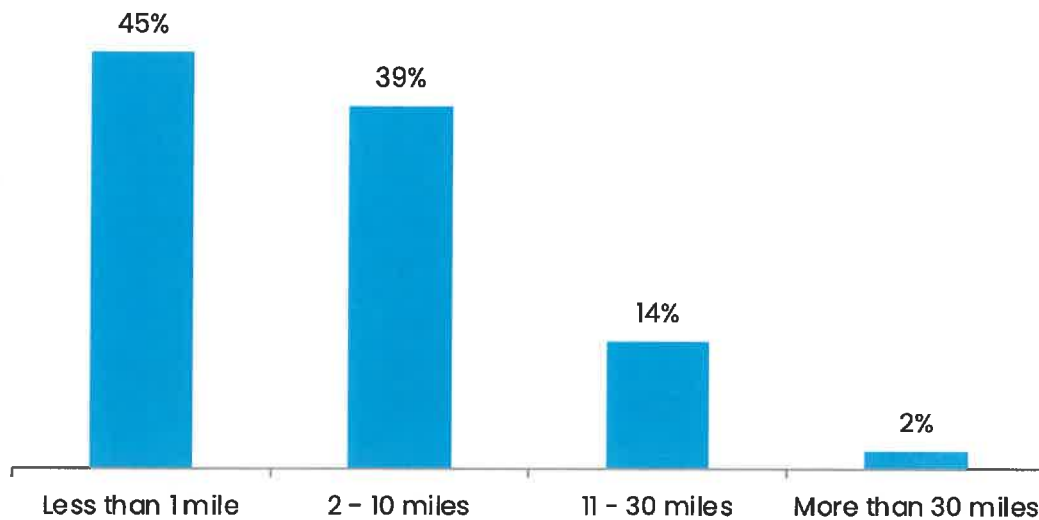


It is also important to determine when parents need care so the community can offer options that meet the need. The chart below shows the hours of care needed from both a parent perspective and an employer perspective. As we see in many communities, the survey showed employers need care options on rotating shifts and weekends at a much higher rate than families want. It's important to be aware of these things as a community creates options for child care. We need to be careful not to build or create options that won't be utilized by families.

What hours of care do you need?

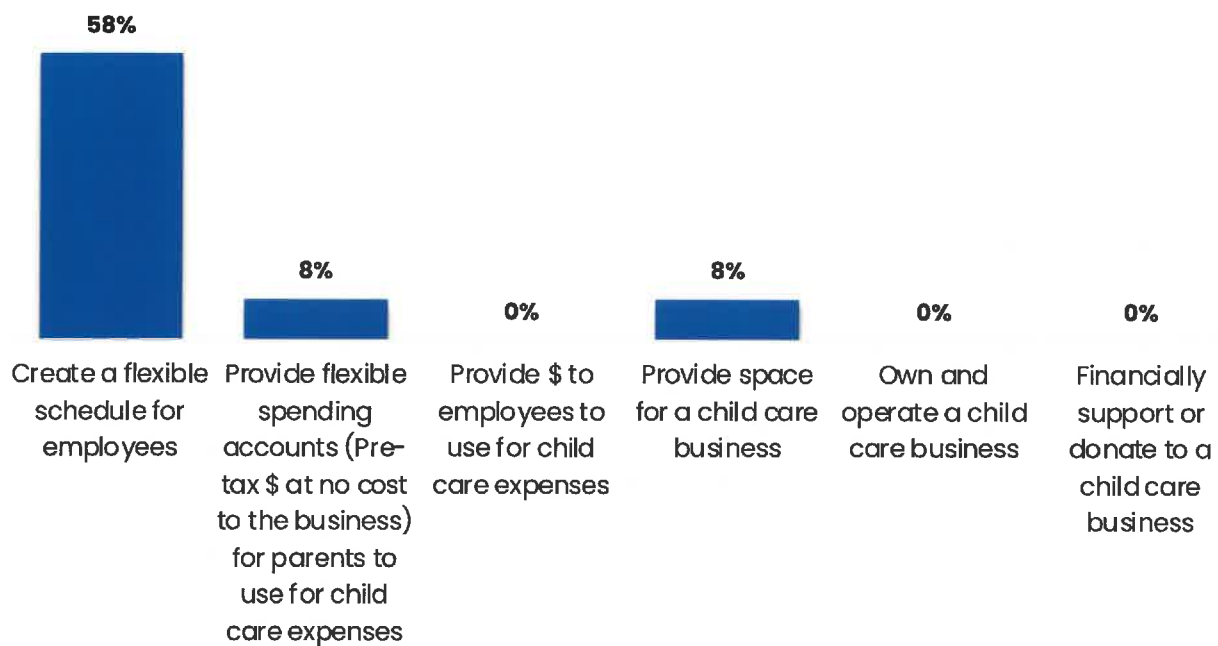


How far do you travel out of your way (one direction) for child care?



Some Houston County survey respondents indicated that they were traveling notable distance to find appropriate child care. Fourteen percent indicated that they were traveling between 11-30 miles for child care.

Employers can help address the child care shortage in multiple ways. From the employer survey, 58% of employers respondents in Houston County are willing to help by creating flexible schedules for their employees. Eight percent also stated they would be willing to provide flex spending accounts for their employees and provide space for a child care business. None of the employers surveyed are willing to provide money to employees to use for child care expenses, own and operate a child care business or financially support or donate to a child care business.





UNDERSTANDING THE UNDERLYING CHALLENGES

The Core Team in Houston County spent several months investigating the underlying reasons for the local child care challenges by conducting one-on-one interviews, engaging with members of community and surveying community members. Digging deeper into the child care challenge led to discovery about the situations many families, providers and employers are experiencing around child care and the factors contributing to those challenges.

“Employees with families have limited work hours available. They often need to make a choice between working and staying home, and weighing the cost benefits because even if they can find child care, the cost is often too prohibitive.” – Local Employer

FACTOR: IT IS CHALLENGING TO BE A CHILD CARE PROVIDER

- Lack of child care availability and providers are having to turn away children who need care due to being at capacity.
- Low wages, long hours, and no benefits (such as health insurance, retirement, or PTO).
- School-based program offerings make it harder for home-based programs to compete. When children are taken away from private programs it becomes more difficult to maintain a positive cash flow.
- It is hard to complete all the required training while trying to balance a personal life.
- High start-up costs, rising costs for food, supplies, and equipment.
- It is a stressful job.
- Lack of appreciation and time off.
- Small profit margins and it is expensive to operate a child care program.
- Difficulty finding staff.

“It’s not very profitable because families can’t afford to pay for high-quality care, so we can’t pay high-quality staff.” –Local Provider

The challenges of being a family child care provider or running a child care center are well-documented. Licensing and regulations have changed over the years along with increasing expectations around outcomes for children entering the primary school system. Many family child care providers operate their businesses with minimal community support which can lead to issues with sustainability. Child care providers have a tough job – one that comes with very few benefits or recognition. Local providers and other community organizations have an opportunity to recognize the ongoing contributions and continuous innovation of family child care providers in the child care industry. This could be achieved through recognition programs and other material support such as training.

FACTOR: QUALITY & REGULATIONS: TWO SIDES OF ONE COIN

- Limiting ratios for the number of children allowed in younger age groups reduces the number of infants a provider can care for, making these slots difficult to cash flow.
- There are a growing number of requirements and regulations for all providers making it overwhelming to stay in the business.
- Potential new providers are intimidated by the regulations and experienced providers are frustrated by the regulations.
- There are challenges with getting training and background requirements completed in a timely manner.
- Requirements for centers are strict, tough to maintain and very time-consuming.
- Providers feel too regulated and limited in their ability to make their own decisions.

“There is a great need for child care and growth in the daycare business, if we are able to staff that growth will be the question.” – Local Provider

Residents indicated the desire to have more licensed child care choices and quality offerings available to select from. While some of this desire is for new child care offerings, many also want enhanced offerings within existing child care. Leveraging interaction and engagement with existing child care programs and families can provide additional insights to support and understand child care programs within the area. As child care quality increases, the community should expect increased family and community investments in child care.

FACTOR: HIGH COST AND LOW AVAILABILITY OF CHILD CARE

- There is a shortage of staff which is partially due to low wages.
- Child care workers are underpaid. The job is demanding and not a good fit for everyone.
- Child care has small profit margins, it is expensive to start a program, and may be difficult to cash flow. There is a lack of resources.
- Costs are going up and programs have a hard time charging enough to maintain staff or to be financially stable.
- Parents want high-quality care, but most cannot pay enough to compensate providers for their true value.
- Infant care is hard to find – parents are trying to line up infant care in early pregnancy or before they become pregnant.
- It is hard for families to live off one income, but finding child care so that both parents can work is challenging.

“It’s a lot of work, for what may not be the best pay. It takes the right type of person to do childcare.” –Local Parent

There is no clear answer to the ongoing challenge of cost of care versus family investment to get quality child care. Additional support in helping families with low-to-moderate incomes become acquainted with existing support systems such as CCAP and Early Learning Scholarships can help bridge the gap.

COMMUNITY-DEVELOPED SOLUTIONS

The Houston County RCCIP Core Team conducted brainstorming with the community to come up with a variety of possible solutions to address the child care shortage. Below are the main themes from the brainstorming session. To ensure the community's ideas remain authentic, little to no content edits were made in the solution ideas listed within this section.

THEME: CHILD CARE PROVIDER TRAINING

- Education for new provider coming in. "How to" guide for providers
- CPR: combine with City/EMT/Fire
- Local fire departments/ambulance provide free CPR
- Community education, child education/development course
- Tap into Mayo/Gunderson for possible training
- State-funded training (ARPA)
- Providers have to pay for new training every year
- Community provider for CPR/Ped first aid training—funding + training
- Help get more trainers to this area. Trainers are very expensive for our small association
- Mentoring program for new providers
- Having local training for providers so they don't need to travel
- Training in Hokah for providers
- Close trainings
- Resource guide for new providers/mentor

THEME: WORKFORCE DEVELOPMENT

- Substitutes/Interns like a substitute teacher with basic certifications
- Create programming for high school students to obtain CDA for credit within school
- Workforce training scholarships
- Have schools offer childcare training/apprenticeship programs
- Help businesses to provide tuition assistance
- More available substitutes so we don't have to close every time we have an appointment

THEME: COMMUNITY EDUCATION, AWARENESS, & PARTNERSHIPS

- Can local businesses combine to support child care costs?
- Community partnership to offer free education
- Rental equipment with the schools
- Co-op with schools/businesses to get food at cost
- Greater understanding of the value investment in early care
- Educating employers on how they can help pay for childcare
- Partner with community gardens/farms
- Flex schedules from employers
- Bluff County Collaborative to educate students
- Partnerships between senior care/nursing homes and child care
- Community Facebook page to connect providers with opening to parents looking for care
- More collaboration between community partners
- Businesses being flexible with days off for childcare needs
- Contact farmers' markets for purchasing surplus at discounted prices
- Wish list for parents/businesses
- First Children's Finance should give their information to new licensor
- What does it take to be 3 & 4-star Parent Aware? How can we support?
- Schools and home daycare partnering for food order costs if cheaper
- Employer daycare allowance
- Seniors in community as volunteers in daycare
- Bring back Early Childhood & Family Education

THEME: FINANCIAL SUPPORT/INCENTIVES

- Helping providers have good Wi-Fi and good devices for trainings
- ARPA money for training. CPR costs about \$120/person
- ARPA dollars for training
- State stipends
- Workforce development has some ability to pay starting/education/training costs. Advocate for more government money for this support.
- City/county could subsidize training/licensing costs
- Fingerprinting is ever 5 years and will now be charged. A way to cover this for providers and make it more accessible
- Scholarship for early childhood education
- Scholarship for training
- Help cover some cost for training
- Help for new providers starting out
- Help with supplies for crafts
- Educational supplies free of charge
- Supplies delivered--can be curriculum, etc.—through grants
- Money for curriculum usage
- More information on startup grants
- Grant opportunity-startup costs
- County grants/investment group for childcare startups
- Food assistance programs
- Food programs funding
- \$125 for two Saturdays
- More tax credits for additional operating expenses and supplies

THEME: CHILD CARE PROVIDER RECOGNITION

- Child care appreciation in the community
- Feature a provider in Argus weekly/monthly
- Appreciation at local events
 - Sporting events
 - School assemblies
- Work with Argus to raise awareness for local, in-home providers
- Provider wish list for the state to appreciate us

THEME: FACILITIES

- Pods in community
- Nursing home & child care connections
- Space to start in-home childcare
- Inventory existing empty building and space
- Take advantage of empty storefronts



IMPLEMENTATION PROJECTS

The Town Hall meeting is an opportunity to leverage multiple viewpoints and ideas related to addressing the local child care challenge. After the Town Hall meeting, the Core Team met to discuss all ideas and formulated an action plan to move forward. The following SMART goals were developed.

SMART Goal One

Identify within 6 months facilities available for additional slots such as pod, centers, and home providers in facilities.

Expected Outcomes and Impact

Offer new space for a daycare facility

Project Team Lead – Allison Wagner

Additional Team Members – Shelley Ellingson, Ty Haupt, Jean Kinneberg, Karen Kohlmeyer

SMART Goal Two

In the next year, develop biannual “Super Saturday” training tracks for required continuing education for home and center providers, including how to offset provider costs.

Expected Outcomes and Impact

Alleviate provider costs, reduce the number of providers leaving the profession, assist with the sustainability of the profession long-term.

Project Team Lead – Teala Amberg & Dawn Felten

Additional Team Members – Brenda Beckman, Gretchen Juan, Larry Kirch, John Pugleasa, Sue Thesing, Allison Wagner, & Licensed Daycare Association Providers

SMART Goal Three

Implement a child care appreciation program countywide within 6 months.

Expected Outcomes and Impact

Providers feel appreciated and promote incentives for new providers.

Project Team Leads – Allison Wagner & Jean Kinneberg

Additional Team Members –Shelley Ellingson, Karen Kohlmeyer, Ty Haupt

SMART Goal Four

In the next year, interest at least 10–15 individuals in a pathway to child care entrepreneurship.

Expected Outcomes and Impact

Have several of these interested individuals enter the pipeline to become child care entrepreneurs and 1-2 open in-home operations in Houston County.

Project Team Leads – John Pugleasa & Dee Slinde

Additional Team Members –Dawn Felten, MaryAnne Smith, Beth Theede, Workforce Development, Inc., Houston Co. HS Students

SMART Goal Five

Create a website or webpage for child care – for the public, for new providers, and current providers. Within 6 months, do research, and within one year put in place said website.

Expected Outcomes and Impact

Develop a website within a year after determining who can use it

Project Team Leads– – Shelley Ellingson & Karen Kohlmeyer

Additional Team Members – Chris Hardie, Ty Haupt, Jean Kinneberg, Allison Wagner



First Children's Finance

Founded in 1991, First Children's Finance is a national nonprofit organization based in Minneapolis, Minnesota with regional offices in Iowa, Michigan, and Vermont. First Children's Finance works to stabilize, improve, and expand high-quality child care businesses serving low- and moderate-income families. First Children's Finance provides financing, child care business training and consulting, and partnerships that connect child care businesses with the resources and expertise of the public and private sectors.

First Children's Finance understands the issues and challenges child care businesses face in today's world. We have industry-specific expertise and a shared commitment to the success of child care.

In addition, First Children's Finance aligns its work with child care leaders, businesses and regional initiatives that are committed to quality. We define quality as the creation of environments that support healthy brain development for young children to enhance early learning. FCF brings a unique perspective, approach, and experience to providing business, planning and financial assistance to our child care and economic development partners.

For more information about First Children's Finance visit www.firstchildrensfinance.org

For more information about Rural Child Care Innovation Program visit www.ruralchildcare.org

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 5, 2024**

Date Submitted: February 29, 2024
By: Tess Kruger, HRD/Facilities Mgr.

ACTION
NONE

APPOINTMENT REQUEST
NONE

HR CONSENT AGENDA REQUEST
Personnel/Facilities

- **Accept the resignation of Linda Ulmen, Custodian II, effective 03/08/2024 and thank her for 3 years of service**
- **Approve initiating a competitive search for a 1.0 FTE Custodian**

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) <input style="width: 50px;" type="text"/>
	<input type="checkbox"/> Environmental Svcs	
<u>Recommendation:</u>		
<u>Decision:</u>		

Houston County Agenda Request Form

Date Submitted: 2/29/2024

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

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

Issue:

Approve 2024 contract with NorthWoods Consulting Partners for Traverse case and document management system for Social Services. This technology has been in place since 2017. This contract represents a 3% increase over last year, and is included in the approved 2024 PH/HS Budget.

Attachments/Documentation for the Board's Review:

Soft copy of contract for review, and hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
_____ Finance Director	_____ County Engineer	_____ HR/Personnel
_____ IS Director	_____ Other (indicate dept)	

Recommendation:

Decision:

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as "Agreement" or "SaaS Agreement") is made and entered when fully executed by signatures of both parties ("Effective Date") by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as "Northwoods"), and the County of Houston, Minnesota acting through its Board of Commissioners (hereinafter referred to as "You" "Your" or "User").

1) **Definitions.** As used in this Agreement, the following definitions apply to capitalized terms:

- a) "Aggregate/Anonymous Data" means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
- b) "Application" means the application program Traverse, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates, and enhancements, if any.
- c) "Charges" means the amounts to be paid by You for the right to use any of the applicable Application, Software, Services and/or hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
- d) "Documentation" means Northwoods' and any Third Party electronic user guides, documentation, and help and training materials, as updated from time to time.
- e) "Monthly Active User" or "MAU" means the number of individuals who are authorized by Northwoods (25) to access and login to the Application at least once in a calendar month based upon the terms of the particular subscription plan or pricing tier paid to Northwoods, as further specified in Attachment A.
- f) "Northwoods Software" means the Application, as well as any other proprietary, Northwoods-branded, computer programs, in object code form, and their associated documentation.
- g) "Service Level Agreement" or "SLA" defines the terms under which the Software will be available to You, as defined in Schedule C1.
- h) "Services" means the professional services that are ordered by and paid by You.
- i) "Software" means collectively the Application, Northwoods Software, and any Third Party Products.
- j) "Subscription Date" means March 1, 2024.
- k) "Support Services" means the support services to be provided by Northwoods in accordance with Attachment C.
- l) "Third Party Products" means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement.
- m) "Your Data" means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
- n) "Your Database" means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.

2) **Northwoods' Responsibilities.** Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) and provide our Support Services to You, as described more fully in Attachment C.

3) **Term.**

- a) This Agreement commences on the Effective Date and continues until all User Subscriptions granted in accordance with this Agreement have expired or have been terminated.
- b) **User Subscriptions.** User subscriptions commence on the Subscription Date specified and continue for a period of one (1) year ("Initial Term").

4) Charges and Payment Terms.

- a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
- b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software, or Services.
- c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work and will require You to reimburse Northwoods' actual costs incurred as a result of said delay.

5) Usage Limits and Compensation.

- a) Generally.
 - i) Usage of the Application is monitored on a continuous basis. Northwoods will determine excessive usage based upon average monthly usage during a look back period of 12 months from the date of invoice for the annual subscription fee. Northwoods reserves the right to increase fees for prospective years if the usage exceeds the contracted amount of MAUs.
- b) You may not reduce the committed number of MAUs during the Subscription Term. You are not entitled to any refund of fees paid or relief from fees due if the number of MAUs is actually less than the volume ordered.

6) Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.**7)** You acknowledge and understand that the output of the Application is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.**8) Ownership.**

- a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Application. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Application to You.
- b) *Customizations.* Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
- c) *Aggregate/Anonymous Data.* You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.



- d) **Feedback.** If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Northwoods Software ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.
- 9) **Privacy.** You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
- 10) **Publicity.** You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
- 11) **Termination.**
- a) If either Party is in default of any of its material obligations hereunder and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
 - b) In the event of termination, You shall be responsible for payment for all outstanding Charges and any Services rendered by Northwoods through the date of termination.
 - c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
 - d) Upon request, within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.
- 12) **Warranties.**
- a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
 - b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
 - c) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.
- 13) **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT

OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

14) Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

15) Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third-Party Products. This includes but is not limited to:
 - (i) Instructing Your employees that have access to such information not to copy or duplicate the same or any



part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.

- 16) Marketing Support. All Marketing Support requirements outlined below will survive termination of this Agreement and will remain valid requirements for a period of three (3) years thereafter. Licensee must allow Northwoods to create a case study once the Northwoods Software, in Northwoods' sole discretion, is satisfactory and providing measurable value. Licensee will participate in presentations provided the implementation is, in Northwoods sole discretion, satisfactory, and an employee of Licensee is available. Licensee must allow other customers of Northwoods to visit or call Licensee to discuss the implementation, provided any such visits or calls are of minimal disruption to Licensee's activities and any such visitor or caller receives advance approval from Licensee for such contact. Licensee agrees to be referenced as a user of the Northwoods Software in any of Northwoods' marketing and proposal documents once the Northwoods Software, in Northwoods' sole discretion, is providing measurable value.
- 17) Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative as indicated in the signature line. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.
- 18) Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.
- 19) This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
- 20) This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
- 21) This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Minnesota without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Houston County, Minnesota.
- 22) If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 23) Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
- 24) If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots;



epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.

- 25) Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 26) This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
- 27) This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

SOFTWARE AS A SERVICE AGREEMENT



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

NORTHWOODS CONSULTING PARTNERS, INC.

Eric Johnson

Jill M. Nemoir
Jill M. Nemoir (Feb 27, 2024 09:35 CST)

Signature

Signature

Jill M. Nemoir

Printed Name

Chief Commercial Officer

Title

Title

Feb 27, 2024

Date

Date

Samuel Jaridt

John Puleasa

Signature

Signature

Title

Title

Date

Date

ATTACHMENT A

See attached



SCHEDULE A1

Payment Terms

DESCRIPTION	AMOUNT DUE
Traverse Subscription (Initial Term) Due on or before March 1, 2024	\$52,500.00



ATTACHMENT B

Terms of Service

1) **USAGE GRANT:**

- a) Northwoods grants to You, for the Subscription Term, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to access and use, and permit its Users to access and use, the Northwoods Software, in accordance with the Documentation, subject to the specified number of MAUs and solely for use by You in Your ordinary course of business, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).
- c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, distribute, make available, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; (4) attempt to gain unauthorized access to the Software or its related systems or networks; (5) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and (6) not to prepare derivative works from the Northwoods Software or Documentation.
- d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

2) **OWNERSHIP:**

- a) Notwithstanding the ownership of any customization made to the Northwoods Software for User or at User's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Northwoods Software, except for the limited express rights granted herein.
- b) You (i) are responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (ii) Your use of Your Data with the Software; and (iii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software and notify Northwoods promptly of any such unauthorized access or use.



3) CUSTOMER RESPONSIBILITIES:

- a) In order to use the Northwoods Software, You must have or must obtain access to the internet, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the internet.
- b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.
- c) You will provide and assign a unique password and usernames to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or usernames with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and usernames. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, usernames, and/or account number.

ATTACHMENT C

Ongoing Support

SUPPORT CENTER ACCESS

Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the User, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or Northwoods Customer Portal, in accordance with the severity levels described below.

ESCALATION / SEVERITY LEVELS

Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – High	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available
Level 2 – Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable
Level 3 – Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable

For Severity Level 1 issues, Users must call the Support Center.

For Severity Levels 2 and 3, Users should submit cases over the Web via the Northwoods Customer Portal.

Upon case submission, Users will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Northwoods Representative will use commercially reasonable efforts to call or e-mail the User within one (1) business day and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Northwoods' reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637



SUBMITTING A CASE

Users may log a case as follows:

1. For Severity Levels 2 and 3 issues, use the Northwoods Customer Portal at <https://portal.teamnorthwoods.com> to click the "New Case" button and provide the requested information.
2. For Severity Level 1 issues, Users must call the Support Center.

REPRODUCING ERRORS

Northwoods must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Northwoods to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

EXCLUSIONS

Ongoing Support does not include any of the following:

- Assistance with password resets. Users should click the "Don't remember your password?" link on the login page or contact their system administrator;
- Assistance with username(s). Users should contact their system administrator;
- Assistance with lockouts due to incorrect login attempts. Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance in developing User-specific customizations;
- Assistance with non-Northwoods products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Northwoods is also not responsible for providing, nor obligated to provide, support services under this Agreement if User requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by User for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates.

DOCUMENTATION AND VIDEOS

Where applicable, all pertinent product documentation is available through the application's help feature and/or Northwoods Customer Portal. Fully searchable and regularly updated, product documentation and videos provide customers with specifics around product features, functionality, configurable settings, and product updates.

SCHEDULE C1

Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services ("Hosting Services").

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% ("Service Commitment").

Definitions

"System Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

"Unavailable" and "Unavailability" mean all of your running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.



Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the "Hosting Services Exclusions"). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

Houston County Agenda Request Form

Date Submitted: 2/29/2024

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

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

Issue:

Review and approve contract with SEMCAC for family homeless prevention services. Recently received funding from the Minnesota Department of Revenue fully supports this contract.

Attachments/Documentation for the Board's Review:

Soft copy for review, Hard copy for signature.

Justification:

Action Requested:

Approve contract as presented.

For County Use Only

Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>

Recommendation:

Decision:

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department "County", and **Semcac**, 204 South Elm Street, PO Box 549, Rushford, MN 55971, "Provider", enter into this Agreement for the term of January 1, 2024 to December 31, 2024 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, Provider represents that it is duly qualified and willing to perform such services,

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. Purchase of Service:

- a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and as further detailed in Exhibit A and Attachment A to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

Homeless Prevention Programming

- b. Purchased Services will be provided at Semcac, 138 East Main, Caledonia, MN 55921 or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. Provider will determine eligibility using established parameters, see Attachment A, as agreed upon by Provider and County.
- b. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- c. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- d. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible participants.
- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than seven (7) days after the end of the month/quarter. Invoicing will be made no less than quarterly.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
 - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Houston County Limited English Proficiency Plan. If an Houston County participant needs language assistance, the Provider may contact the

County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.

- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Houston County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
- ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
 - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☒ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the

release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: John Puleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.puleasa@co.houston.mn.us
- b. Provider: Wendy Todd
Semcac
204 South Elm Street, PO Box 549
Rushford, MN 55975
wendy.todd@semcac.org

9. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Wendy Todd.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and

Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the

performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

13. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Houston County Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Houston County Public Health and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - 3) By reason of any negligent act or omission or intentional act of Provider, its

agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

- b. This indemnity provision shall survive the termination or expiration of this Agreement. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

18. Conditions of the Parties' Obligations:

Before the termination date specified in the first paragraph of this Agreement, County

may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.

19. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

22. Default:

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

the inability to perform.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.

- 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of County, and attached to the original Agreement.

25. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in

this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SEMCAC

BY: Jennifer Hengel DATED: 2/28/2024

Jennifer Hengel
Executive Director

HOUSTON COUNTY

BY: _____ DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Zgle DATED: 2/21/2024

Director
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature] DATED: 2/28/2024

Houston County Attorney

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Homeless Prevention Programming

INVOICES: Houston County Human Services
Attn: Susan Tostenson
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	CODING	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Homeless Prevention Programming	644	11-430-760-3440-6021	Varies Based on Services	No Less Than QTR	\$98,990.00

Semcac Work Plan for Houston County Homeless Prevention Aid

With the Houston County Homeless Prevention Aid, Semcac's Outreach & Emergency Services staff may provide one or more of following services for families with children prekindergarten through grade 12 or unaccompanied youth who are currently experiencing homelessness or who are at risk of experiencing homelessness:

- Mortgage assistance
- Rental assistance
- Case management services to connect the clients with the social services necessary to maintain their housing stability, such as housing navigation, budgeting, legal representation, and outreach.

Of the funds received, no more than thirty percent (30%) will be used for case management and administration to distribute the aid for the target populations. Direct service aid for eligible clients will be paid directly to landlords or mortgage lenders.

Semcac will use funds to target the following populations:

- Families with children residing in Houston County who are eligible for a prekindergarten through grade 12 academic program and are one of the following:
 - Living in overcrowded conditions in their current housing
 - Paying more than 50 percent of their income for rent
 - Lacking a fixed, regular, and adequate nighttime residence
- Unaccompanied youth residing in Houston County who need an alternative residential setting.

Referrals will be taken from the Department of Human Services, Hiawatha Valley Mental Health, Workforce Development. Appropriate release of information forms will be completed and signed to provide the appropriate services to each potential family applying.

Intake will be available as follows (appointments are preferred):

- Semcac Houston County Contact Center – 507-725-3677
Tuesdays, Wednesdays, Thursdays, 8:00 a.m.-4:30 p.m.
- Semcac Rushford Main Office – 507-864-7741 ext. 203 or 208
Mondays and Fridays, 8:00 a.m.-4:30 p.m.

Semcac will document and report the following data to the county:

1. The number of households served;
2. The number of people served;
3. The purpose and amount of aid spent on each household; and
4. Any required demographic data collected at intake.

Documentation for Houston County Homeless Prevention Aid
(checkoff list to be placed in each client file)

_____ **Housing Pre-application form on Semcac website**

<https://www.semcac.org/advocacy-resource-assistance/homelessness-prevention-rapid-rehousing/>

Verification the household meets basic aid requirements:

_____ **Family with children pre-k through grade 12 residing in Houston County AND**
_____ **Living in overcrowded conditions in current housing (documentation required), OR**
_____ **Paying more than 50% of income (documentation required), OR**
_____ **Lacking a fixed, regular, and adequate nighttime residence (documentation required).**

OR

_____ **Unaccompanied youth residing in Houston County who needs an alternative residential setting.**

_____ **Semcac Agency Intake**

_____ **Current lease or mortgage payment paperwork**

_____ **Appropriate release of information forms**

_____ **Landlord agreement**

Case Notes:

Field Services: Houston County Homeless Aid. 2/2/2024

Purchase New AS400

Andrew Milde

Thu 2/29/2024 10:26 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

 1 attachments (41 KB)

Houston County Rev2 P10 System i V7R4 3Yr Maint Sales Quote 2024-0115.pdf;

Can you please put this on the Agenda for Tuesday?

New AS400 Purchase (Lapham/Milde)

Thanks

Andy Milde
Houston County



Sales Quote

SOLD BY	SOLD TO
TSG Server & Storage, Inc 855 Village Center Drive #344 St. Paul, MN 55127-3016 Phone: (612) 819-6191	County of Houston 304 S Marshall St Room 108 Caledonia, MN 55921-1389 Attention: Andy Milde Email: andrew.milde@co.houston.mn.us Phone: (507) 725-5838 Fax:

Machine Type	Model	Serial Number	Description	Start Date	End Date	Qty	Price	Extended Price
9105	41B		IBM P10 4Core Tower Server - 1 Active Core i 7.4, 64GB, (2) 1.6TB NVMe SSDs			1.00	\$24,300.00	\$24,300.00
9677	A03		IBM P10 3Yr Advanced Expert Care 24x7			1.00	\$840.00	\$840.00
3580	H7S		IBM LTO 7 Tape Drive, 5Pk of LTO6 Cartridges + Cleaning Cartridge			1.00	\$4,400.00	\$4,400.00
6661	A48		IBM 3580 Tape Drive 3Yr Hardware Warranty 24x7			1.00	\$1,050.00	\$1,050.00
5770	XXX		IBM P10 System Software i			1.00	\$370.00	\$370.00
5770	SSA /SSC		IBM i Processor and (20) Concurrent i Users Licensing			1.00	\$7,425.00	\$7,425.00
5733	SPX		IBM 3 Yr Prepaid SWMA - 24x7 Coverage			1.00	\$5,525.00	\$5,525.00

Terms: Net 30

Subtotal: \$43,910.00

Customer P.O.:

Tax Rate: 0.000%

Project #: 2024-0115

Tax Amount: \$0.00

Grand Total: \$43,910.00

Quote expires 4/5/24

This Sales Quote and the purchase of the Item(s)/Service(s) indicated above are subject in all respects to the Terms and Conditions attached. By signing below, Purchaser expressly agrees to the Terms and Conditions

Accepted by TSG Server & Storage, Inc :

Accepted by: County of Houston

Signed By:

Signed By:

Name: Marty Ward

Name: Andy Milde

Title: Account Executive

Title: Houston County IT Director

Date: 02/28/2024

Date:

<p>The following terms and conditions shall apply to such purchase and sale:</p> <p>1. Applicability</p> <p>These terms and conditions shall govern the attached sales quote (these terms and conditions together with the sales quote forming the "Agreement") to the exclusion of any other terms and conditions and none of Purchaser's additional or different terms shall apply.</p> <p>2. Purchase Price; Payment; Taxes</p> <p>Purchaser agrees to pay the stated price of each item or service, which prices include installation of the item(s) where applicable, but exclude federal, state, or local taxes, customs, duties, charges, consular fees, permit and license fees and any other taxes, fees or expenses which shall be added to the price or billed separately to Purchaser where Seller has the legal obligation to collect or pay such taxes, fees or expenses. Seller shall issue a separate invoice for each delivery of items and/or services under this Agreement. Purchaser shall pay Seller the full amount stated in such invoice within 30 days after the date of Seller's Invoice, in U.S. dollars. Seller reserves the right to charge at any time a monthly service charge of 1 1/2 % or the highest rate allowed by law, whichever is lower, on amounts outstanding more than 30 days from the date of Seller's invoice, effective as of the 31st day from the invoice date.</p> <p>3. Freight Costs; Delivery; Risk of Loss</p> <p>Unless the sales quote specifies otherwise: (a) Seller will arrange for packing, insurance, shipment, and delivery of the equipment to Purchaser; (b) all delivery expenses, including transportation, freight, insurance and any other shipping costs, shall be the responsibility of the Purchaser; and (c) selection of carrier and routing of all shipments shall be at Seller's discretion. Seller shall use its best efforts to furnish the items and/or services covered by this Agreement in accordance with the delivery schedule stated in the sales quote; however, Seller shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform or deliver, or failure to give notice of non-performance or non-delivery. All risks to the items to be delivered pursuant to this Agreement, including risks of loss or damage in transit, shall be borne by the Seller until the items are delivered to Purchaser notwithstanding Purchaser's obligation to pay shipping and other transportation charges. Purchaser must inspect delivered items and report claims for damages or shortages in writing within five (5) days of delivery or the items shall be deemed irrevocably accepted and such claims shall be deemed waived.</p> <p>4. Limited Warranty; Remedies</p> <p>Purchaser acknowledges that Seller is not the manufacturer of the item(s) and expressly waives any claim, including a claim for indemnity, against Seller based upon any infringement or alleged infringement of any intellectual property right of any other person with respect to any item(s). Subject to the terms of this section, Seller warrants to the original purchaser the items sold hereunder to be free from defects in material and workmanship upon delivery and that any services performed hereunder will be done in a workmanlike manner. If such items/services are not as warranted, Seller will, at its option, repair, replace or refund the purchase price of any items/services that prove defective within the warranty period. The warranty period shall be 30 days from the date of shipment of the item or the provision of such services or such shorter period specified on the face of the sale quote applicable to such item or services. This warranty shall only apply if Purchaser (a) notifies Seller of the defect during the applicable warranty period and (b) contacts Seller to obtain instruction for the return or inspection of the item(s).</p> <p>THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING,</p>	<p>WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR PARTICULAR USE.</p> <p>In no event shall Seller be liable for any special, consequential, incidental, indirect, punitive, or exemplary damages arising out of this Agreement or the item(s) sold or services provided hereunder, including but not limited to, damages for loss of profits, loss of use, lost data, loss of good will, interruption of business, or any other measure of economic loss, even if Seller has been advised of the possibility of such damages, whether based upon principles of contract, warranty, negligence, tort, breach of statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. Seller's liability to Purchaser hereunder shall in no event exceed the amount actually received by Seller from Purchaser under this Agreement. Repair or replacement of the item (s)/service(s), or refund of the purchase price, is the Purchaser's exclusive remedy.</p> <p>5. General</p> <p>A. The Purchaser is responsible for the accuracy of any equipment configuration provided by the Purchaser and used as a basis to order any item (s) listed. Any additional charges for item(s) or service(s) resulting from inaccuracies in the equipment configuration supplied by Purchaser to Seller will be the sole responsibility of the Purchaser.</p> <p>B. The Agreement constitutes the entire agreement between Seller and Purchaser and supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter hereof.</p> <p>C. Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents.</p> <p>D. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that jurisdiction for the purpose of all issues of law, fact, or equity arising out of this Agreement, or any additions, amendments, or supplements thereto shall be in the state or federal courts located in the State of Minnesota only and venue for the purpose of such proceedings shall be in Hennepin County, Minnesota.</p> <p>E. Seller shall not be liable for any delays in the delivery of item(s) or service (s), due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, viruses or electronic sabotage, failure of software or telecommunications infrastructure, embargo, government order or directive, or any other circumstance beyond Seller's reasonable control. Purchaser agrees that Seller shall not be liable for any direct, indirect, consequential, or special damages that may result from any such delays.</p> <p>F. Title to each item shall pass to Purchaser when Purchaser has made full payment of the purchase price for all items ordered. However, as collateral security for the payments required to be made by Purchaser pursuant to this Agreement, Seller hereby retains a security interest in all of the items to which this Agreement pertains. Purchaser agrees to execute and deliver all financing statements and other instruments and documents as Seller deems necessary to complete, perfect or continue its security interest. This security interest shall terminate at such time as all payments required to be made by Purchaser to Seller under this Agreement pertains to have been made. Seller shall have the right, but not the obligation, to terminate this Agreement and/or repossess the items (without liability to Seller for damages arising from such termination or repossession) for (a) Purchaser's failure to pay any and all amounts due or to perform any of its other obligations under the terms and conditions of this Agreement, (b) the making by Purchaser of any general arrangement for the benefit of creditors or (c) the bankruptcy of Purchaser or filing of any bankruptcy petition by or against Purchaser.</p>
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2024-0115