

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 4, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Human Resource Technician Ann Diersen, Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Sheriff Brian Swedberg, Emergency Management Director Mark Olson, Eugene Bauer, Larry Hafner, Tony Oldenburg, John Glasspoole, George Johnston, Gary Denstad, Katy Denstad, Jon Bauer, Shane Schumacher, Lori Bauer, Franklin Hahn, Chad Myhre, Paul Fruechte, and Ed Moldenhauer

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Chairperson Johnson asked Commissioner Myhre about Action Item. No. 2 that Myhre had requested be on the agenda having to do with the quarter, quarter rule. Johnson asked Myhre if this was for discussion only, or if he intended to act on the matter. Myhre said he wanted action on the matter. The item was left on action items. Motion was made by Commissioner Wright, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion carried unanimously to approve the meeting minutes from January 28, 2025.

Public Comment:

George Johnston from La Crescent Township said the County's Comprehensive Land Use Plan was adopted a year and a half ago. He asked why now changes to the quarter, quarter rule were being discussed. He said it was his understanding that the Comprehensive Land Use Plan had taken a lot of time and effort to ensure a fair process. He said he believed the plan was fair. He said he was concerned with using up the County's agricultural land. He liked the plan and the current rule the way it was.

Shane Schumacher from Mound Prairie asked the Commissioners to think about the quarter, quarter rule from the perspective of a farmer. He said he had concerns about doubling the County's density. He was not in favor of changing the rule and asked: "At what point does it stop?" He said he had heard that some people were in favor to the change to increase the tax base. He asked if the County needed more money. He said one thing he looked at to consider if more money was needed was roads in bridges. He said he wanted to commend the County and Highway Department for having in his opinion "some of the nicest roads and bridges" in the tri-state area. He said additional money would only lead to waste.

APPOINTMENTS

None.

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve text amendment to the Zoning Ordinance to reflect uses recently adopted in the Cannabis Business Ordinance.

File No. 2 – Commissioners discussed the item Commissioner Myhre had requested be on the agenda: discuss possible future changes to the quarter, quarter rule. Commissioner Myhre said he wanted the rule to be changed to two houses per quarter, quarter instead of one house per quarter, quarter. He said he had been receiving calls from people who wanted their children to be able to come back and build on the farm. Commissioner Wright said it was good to have discussions and hear public input on both sides. She also said the County should not make any "knee-jerk" decisions. She said the current Comprehensive Land Use Plan that was in place did not indicate a need for a change. Commissioner Johnson was in favor of keeping the current quarter, quarter rule as it was at the present time with one house per quarter, quarter. He had been a part of the Comprehensive Land Use Plan update that had taken place recently. He said they had gathered feedback and worked with a consultant and had determined not to change the rule. Johnson said the plan had a goal of preserving ag land while encouraging housing development in or adjacent to existing cities where urban services could easily be extended. He said there was already a way for family members to have a second non-permanent dwelling on a farm in order to help. Commissioner Schuldt said he had received numerous calls both for and against changing the current ordinance. He said things change over time. He said there was a process that needed to be followed, and suggested continuing the discussion around the matter at the workgroup session the following week. Commissioner Myhre moved to look into changing the quarter, quarter rule to two houses per quarter, quarter. The motion failed for lack of a second.

File No. 3 – Commissioner Schuldt moved, Commissioner Wright seconded, motion unanimously carried to adopt Resolution No. 25-07 authorizing Mark Olson, Houston County Emergency Management Director to sign and execute the Emergency Performance Grant (EMPG) agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein. Resolution is below.

Resolution No. 25-07

WHEREAS, the Emergency Management Performance Grant (EMPG) Program is provided by the Federal Emergency Management Agency (FEMA) and administered by the State of Minnesota through the Department of Public Safety, Homeland Security and Emergency Management; and

WHEREAS, Houston County fully agrees to the terms of the Emergency Management Performance Grant contract and with the passage of this resolution, officially requests Homeland Security and Emergency Management to enforce the contract in accordance with the applicable rules and regulations.

THEREFORE, BE IT RESOLVED, that Houston County enter into a Grant Agreement with Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Emergency Management Performance Grant Program.

BE IT FURTHER RESOLVED, that Mark Olson, Emergency Management Director of Houston County, is hereby authorized to sign and execute the agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.

File No. 4 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to adopt Resolution No. 25-08 adopting the Houston County 2024 Hazard Mitigation Plan. Resolution is below.

Resolution # 25-08

WHEREAS, the Houston County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Houston County Minnesota; and

WHEREAS, Houston County has prepared a multi-hazard mitigation plan, hereby known as the Houston County 2024 Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the Houston County 2024 Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Houston County from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Houston County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Houston County 2024 Hazard Mitigation Plan.

THEREFORE, BE IT RESOLVED, that Houston County adopts the Houston County 2024 Hazard Mitigation Plan. While content related to Houston County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Houston County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

File No. 5 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to award the bid for the Public Health and Community Services – Interior Improvements project to the lowest bidder, Wieser Brothers General Contractor, Inc. in the amount of \$198,500.00 including an alternate addition of \$9,500 to install crown molding. The total project cost would be covered with federal funds the County received. There were four bids. Bids are below.

Houston County Public Health and Community Services - Interior Improvements (#8480320)
 Owner: Houston County
 Solicitor: Collaborative Design Group
 02/03/2025 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Engineer Estimate Extension	Wieser Brothers General Contractor, Inc Unit Price	Wieser Brothers General Contractor, Inc Extension	Olympic Builders General Contractors Unit Price	Olympic Builders General Contractors Extension	Brick Bros., Inc. Unit Price	Brick Bros., Inc. Extension	American Unit Price	American Extension
Base Bid	1		1 Base Bid - 1 LS		1	\$0.00		\$198,500.00	\$198,500.00	\$219,900.00	\$219,900.00	\$222,314.00	\$222,314.00	\$272,400.00	\$272,400.00
Provide and Install Crown Molding	1a		1a Alternate 1 LS		1	\$0.00		\$9,500.00	\$9,500.00	\$11,600.00	\$11,600.00	\$3,098.00	\$3,098.00	\$5,000.00	\$5,000.00
Base Bid Total:						\$0.00		\$198,500.00	\$198,500.00	\$219,900.00	\$219,900.00	\$222,314.00	\$222,314.00	\$272,400.00	\$272,400.00

File No. 6 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to accept the MDVA Grant for the Houston County Veteran Services Office for 2025 in the amount of \$10,000.

File No. 7 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to approve request to terminate the Central Square Pro Suite contract and seek return of amount paid to date, upon review of the County attorney.

File No. 9 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to review and approve payments. Payments are below.

2025/02/04 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
CEDA	7,285.33
EHLERS	3,150.00
ENTERPRISE FM	4,776.47
GMS INDUSTRIAL SUPPLIES INC	2,698.80
H & R ENTERPRISES LLC	5,938.65
INSIGHT PUBLIC SECTOR	7,775.64
MAYO CLINIC	15,507.72
MID-AMERICAN RESEARCH CHEMICAL	2,996.49
MN TRANSPORTATION ALLIANCE	2,758.00
SOUTHEAST MN PUBLIC INTEREST	3,000.00
VERIZON WIRELESS	3,653.32
	<u>59,540.42</u>
24 VENDORS PAID LESS THAN \$2000.00	8,620.52
	<u>68,160.94</u>
PUBLIC HEALTH & HUMAN SERVICES	38,617.86
	<u>106,778.80</u>

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including an Extension, Joint Board of Health, and Safety Committee meeting.

Closing Public Comment:

Shane Schumacher said after listening to the discussion about the quarter, quarte rule there were a few things that had stood out to him. He said it sounded like people who had been interviewed during the Comprehensive Land Use Plan process had really liked the open spaces of Houston County.

There being no further business at 10:25 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on February 11, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 11, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Cindy Wright (needed to leave meeting at 10:19 a.m.), Kurt Zehnder (needed to leave meeting at 10:19 a.m.), and Greg Myhre

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pogleasa, Environmental Services Director Amelia Meiners, Engineer Brian Pogodzinski, Maintenance Forman Jordan Goeden, Engineering Supervisor Justin Conway, and Deputy Auditor/Treasurer Amy Sylling

Board Workgroup Session

Engineer Brian Pogodzinski along with Maintenance Forman Jordan Goeden and Engineering Supervisor Justin Conway gave a Highway Department overview to the County board. Pogodzinski said the purpose of the overview was to let everyone know what the department did. The Highway Department had a total of 21 employees. The staff fit into three categories: administration, engineering, and maintenance. The Highway Department oversaw three main areas including roadways, airport, and parks in addition to miscellaneous things.

When it came to roadways the Highway Department's main function was to design, build, and maintain roads. The County had 527 lane miles of roadway, 84 bridges to inspect annually and maintain, and 3,457 regulatory warning signs (including E911 signs, there were over 10,000 signs for the County to inspect and maintain along roadways). There was one full time staff sign position. Pogodzinski said Houston County's roads and bridges were good compared to national and state averages.

The budget varied annually depending on number of projects, weather, equipment purchases, and other factors. In 2025 there were 11.2M in expenditures \$2.8M of that came from local levy.

The Houston County airport was only one of four airports in Minnesota that was County owned. Most local airports were operated by cities instead of counties. \$150,000 annually in general aviation (GA) airport entitlement funds through the FAA to be used towards the federal portion of eligible airport projects was received. Pogodzinski said his staff was working hard to keep at least 10 aircraft at the airport as the funding amount would drop to zero dollars if the number of aircraft dropped below 10. The last several years there had been 10-12 planes.

Houston County had two parks and management duties were shared with the Auditor's Office. The two parks were Wildcat Park and Landing and Bob Botcher Park. A campground manager oversaw the daily operations of the campground during the camping season.

In conclusion, Pogodzinski said the Highway Department did much more than roadways. He said they had a great staff. He said they were always looking for input and feedback from the Commissioners and the public. Commissioner Wright thanked the Highway Department for all their work, and the Commissioners agreed.

The Commissioners discussed the 2025 Committee List and possible changes to per diems.

Environmental Services Director Amelia Meiners updated the Commissioners on the current solar moratorium. She said she was working with the Attorney's Office and waiting for a ruling on what could be allowed based on the current Comprehensive Land Use Plan. Meiners said she hope to have more information at the next workgroup session in March.

The workgroup session ended at 10:23 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

Houston County

Agenda Request Form

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

Date Submitted: 2/12/25 for February 18, 2025

Person requesting appointment with County Board: MDA

Issue:

Presentation regarding proposed spongy moth treatments in Houston County during the summer of 2025.

Attachments/Documentation for the Board's Review:

Power point and info packet are included in packet.

Justification:

Action Requested:

Informational session only.

For County Use Only

Reviewed by:

<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
<u> </u> IS Director	<u> </u> 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

reequests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: 2/13/2025

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:

Appointment request: Erik Sievers, Executive Director Hiawatha Valley Mental Health Center (HVMHC) to provide an agency update to the Board.

Attachments/Documentation for the Board's Review:

Handout

Justification:

Action Requested:

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.

Our Mission is to be the community leader in delivering exceptional, responsive and consumer focused behavioral health services.



Caledonia Clinic - 2021 South Kingston St



Mobile Crisis
1-844-CRISIS2

Houston County

Coordinated and Integrated Health
Services offered in Houston County.



Adult, Child, & Family Mental Health Therapy



Psychiatry



Substance Use Counseling



Mental Health Skills



Adult Housing with Supports (Winona)



School-Linked



Mobile Crisis



Naloxone Access Point

Coming in 2025...

Peer Support Network (PSN)

The PSN will offer a free resource on the journey to mental illness recovery, fostering a sense of belonging, emphasizing peer support and personal empowerment outside clinical settings.

Community Naloxone Trainings

Bringing Light into Darkness

Join us at the La Crescent-Hokah school on April 9, 2025 for a viewing of the movie "My Ascension." Join us for a free pulled pork meal and check out the community resource fair centered around mental health awareness - 5:00pm-8:30pm

60th Anniversary Open House

October open house date to be announced soon

Caledonia Clinic

221 S Kingston St
Caledonia, MN 55921
(507) 725-2022

Learn more at: www.hvmhc.org

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 18, 2025**

Date Submitted: 02.13.25

By: Polly Heberlein, Interim Auditor/Treasurer

Appointment request:

Review Cash and Investments thru December 31, 2024.

Reviewed by:

☐ HR Director

☒ Finance Director

☐ IS Director

☐ County Attorney

☐ Environmental Svcs

County

Sheriff

County

Engineer

Other

Other

(indicate

dept)

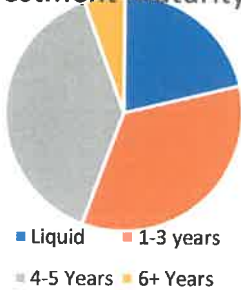
Auditor/Treasurer

Recommendation:

Decision:

Eitzen Special	\$	2,269,861.61	Liquid	\$	2,269,861.61
Total Liquid \$	\$	2,269,861.61	1-3 years	\$	3,673,059.50
			4-5 Years	\$	4,154,424.04
Certificates of Deposit & Bonds			6+ Years	\$	594,292.00
Matures 1-3 yrs	\$	3,673,059.50	Total	\$	10,691,637.15
Matures 4-5 yrs	\$	4,154,424.04			
Matures 6-10 yrs	\$	594,292.00			
Total investments	\$	8,421,775.54			

Investment Maturity



Grand Total	\$	10,691,637.15	12/31/2024
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	Amount	% Rate	Maturity	Broker/Bank
	\$ 98,000.00	4.1	3/28/2025	Multi Bank
	\$ 200,000.00	4.9	3/29/2025	ESB
	\$ 200,000.00	5	4/11/2025	ESB
	\$ 150,000.00	4.8	4/24/2025	Multi Bank
	\$ 200,000.00	3.1	5/20/2025	Multi Bank
	\$ 150,000.00	1	6/19/2025	Multi Bank
	\$ 100,000.00	3.4	8/4/2025	Multi Bank
	\$ 200,000.00	4.9	9/27/2025	ESB
	\$ 200,000.00	4.8	11/6/2025	Multi Bank
	\$ 90,258.28	2.839	12/15/2025	Raymond James
	\$ 50,000.00	4.34	12/22/2025	Rushford St Bk
	\$ 250,000.00	4.9	2/13/2026	ESB
	\$ 248,000.00	4.75	3/2/2026	Multi Bank
	\$ 100,000.00	4.6	3/5/2026	ESB
	\$ 200,000.00	4.9	3/16/2026	Multi Bank
	\$ 100,000.00	5	3/16/2026	Raymond James
	\$ 100,000.00	5	3/24/2026	Multi Bank
	\$ 200,000.00	1	7/14/2026	Wells Fargo
	\$ 150,000.00	4.75	4/28/2026	Rushford St Bk
	\$ 192,801.22	4.821	7/1/2026	Raymond James
	\$ 95,000.00	1	7/28/2026	Wells Fargo
	\$ 150,000.00	1.1	9/28/2026	Wells Fargo
	\$ 249,000.00	4.3	12/14/2026	Multi Bank

1-3 years	\$	3,673,059.50
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4-5 years	\$	150,000.00	3.2	2/1/2027	Raymond James
	\$	150,000.00	1.6	2/16/2027	Multi Bank
	\$	248,000.00	4.85	6/7/2027	Multi Bank
	\$	150,000.00	1	9/30/2027	Multi Bank
	\$	150,000.00	1.4	1/14/2028	Multi Bank
	\$	150,000.00	4.35	4/13/2028	Raymond James
	\$	150,000.00	4.75	4/27/2028	ESB
	\$	249,000.00	4.35	7/26/2027	Multi Bank
	\$	240,000.00	4.2	7/30/2027	Wells Fargo
	\$	249,000.00	4.4	8/2/2027	Multi Bank
	\$	245,523.56	3.9	9/20/2027	Multi Bank
	\$	100,000.00	3.85	10/18/2027	Raymond James
	\$	249,000.00	4.6	7/31/2028	Raymond James

\$	86,900.48	4.82	8/1/2028 Raymond James
\$	249,000.00	4.35	8/22/2028 Multi Bank
\$	249,000.00	3.9	10/23/2028 Raymond James
\$	100,000.00	3.9	10/25/2028 Multi Bank
\$	248,000.00	5.35	11/15/2028 Multi Bank
\$	250,000.00	4	3/27/2029 ESB
\$	244,000.00	4.6	5/22/2029 Multi Bank
\$	247,000.00	4.1	8/6/2029 Raymond James

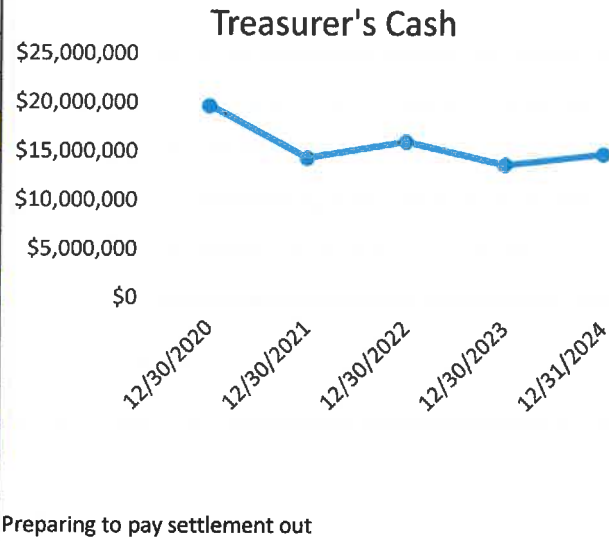
4 to 5 Years \$ 4,154,424.04

Total 6+ years	\$	248,000.00	1.2	12/2/2030 Multi Bank
	\$	98,000.00	4.15	12/30/2030 Multi Bank
	\$	150,000.00	5.2	12/15/2031 Multi Bank
	\$	98,292.00	3.876	12/1/2034 Raymond James

Total 6+ Years \$ 594,292.00

FINANCE PRESENTATION	CASH BOOK TOTAL 5 - YEAR PERIOD		
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12/30/2020	\$19,617,188
3/31/2021	\$17,303,395
6/30/2021	\$19,639,249
9/30/2021	\$16,432,168
12/30/2021	\$14,316,148
3/31/2022	\$11,278,501
6/30/2022	\$18,687,546
9/30/2022	\$13,835,621
12/30/2022	\$15,967,758
3/31/2023	\$12,581,749
6/30/2023	\$15,460,992
9/30/2023	\$12,509,519
12/30/2023	\$13,701,812
3/31/2024	\$14,875,428
6/30/2024	\$24,327,604
9/30/2024	\$13,090,540
12/31/2024	\$14,841,571



**HOUSTON COUNTY
AGENDA REQUEST
February 18, 2025**

Date Submitted: February 13, 2025

By: Ann Diersen, HR Tech

ACTION

- **Consider hiring Daniel Coogan as a 1.0 FTE Assistant County Attorney (D62, step 2) effective April 1, 2025, conditioned upon successful completion of a background check; reinstate the vacation accrual rate Mr. Coogan was earning when he left County employment on 8/14/2021; and restore Mr. Coogan's unused sick leave balance with the understanding that these hours will not count toward any future payouts**

APPOINTMENT REQUEST

N/A

CONSENT AGENDA REQUEST

Personnel

- **Hire Brent Parker as a 1.0 FTE Human Resources Officer (D61, step 2) effective _____, conditioned upon successful completion of a background check**

Public Health & Human Services

- **Hire Hannah Jaster as a 1.0 FTE Registered Nurse (C41, step 2) effective March 17, 2025, conditioned upon successful completion of a background check**

Sheriff's Office

- **Hire McKinley Sisson as a 1.0 FTE Jailer Dispatcher (B23, step 1), upon successful completion of psych/physical/background checks (official hire date is pending)**
- **Hire Randy Dobbs as a 67-day, temporary/casual Transport Officer at \$20.33/hr., upon successful completion of physical/background check (official hire date is pending)**

CC:

<input type="checkbox"/>	Auditor/Treasurer	<input checked="" type="checkbox"/>	Sheriff
<input checked="" type="checkbox"/>	Admin/Finance Director	<input type="checkbox"/>	Engineer
<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS
<input checked="" type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate other dept) _____

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 18, 2025**

Date Submitted: February 13, 2025

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Approve hiring McKinley Sission for the 1.0 FTE Jailer/Dispatcher opening pending a background check, psychological evaluation, and physical examination.

Approve hiring Randy Dobbs as a 67-day temporary Sheriff's Office transport officer pending a background check & physical examination.

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input checked="" type="checkbox"/> x	County Sheriff	
	<input type="checkbox"/> Finance Director		County Engineer	
	<input type="checkbox"/> IS Director		PHHS	
	<input type="checkbox"/> County Attorney		Other (indicate dept)	
	<input type="checkbox"/> Environmental Svcs			
<u>Recommendation:</u>				
<u>Decision:</u>				

Houston County

Agenda Request Form

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Date Submitted: 2/12/25 for February 18, 2025

Person requesting appointment with County Board: Amelia Meiners

Issue:

As Commissioner Johnson noted during the Committee discussion earlier this year, the Water Planning Committee is being dissolved.

Attachments/Documentation for the Board's Review:

Justification:

The Committee voted to dissolve during the February 6th meeting. Since a BOC action likely put it in place and approved citizen members, we're looking for a BOC action to dissolve the Committee.

Action Requested:

Added to consent agenda.

For County Use Only

Reviewed by:

<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
<input type="checkbox"/> IS Director	<input type="checkbox"/> 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

reequests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: 2/18/2025

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

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

Issue:

Review and approve SE AMHI agreement. SE AMHI (previously known as CREST) is a regional collaborative in SE MN that coordinates adult menatal health services in the region. This is a two year agreement funded by a state grant.

Attachments/Documentation for the Board's Review:

Virtual Copy for review, and hard copy for signature.

Justification:

Action Requested:

Review and approve as presented

For County Use Only			
<u>Reviewed by:</u>	<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>
<u>Recommendation:</u>			
<u>Decision:</u>			

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

**COOPERATIVE AGREEMENT
SE AMHI INITIATIVE
2025-2026**

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

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

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

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

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

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

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

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

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into SE AMHI for Calendar Years 2025 and 2026, from January 1, 2025 to December 31, 2026. The total of the State funded allocation for calendar years 2025 and 2026 is \$10,132,716.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of SE AMHI related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of SE AMHI may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$10,132,716.00 total.
4. SE AMHI funds will be allocated as determined by the Directors Group and Regional Management Team throughout the eight (8) participating SE AMHI County agencies and reviewed at least quarterly.

5. If the State requests that allocated funds distributed through SE AMHI be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive \$150,000.00 to act as fiscal host for these SE AMHI funds. Fiscal host duties shall include, but are not limited to:
 - a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
 - b. Performing all SE AMHI accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
 - a) All expenditures must be for services, or items necessary for the delivery of those services.
 - b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance). Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
 - c) The budgets, expenditures, and programs are subject to periodic review by the Commissioner of DHS.
 - d) Expenditures shall be reported by Olmsted County to DHS on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895).
 - e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
 - 2) Implement SE AMHI-specific contracts with existing and potential providers of SE AMHI-funded services.
 - 3) Ensure that the contracted providers are billing eligible insurance before accessing SE AMHI grant funding.
 - 4) Ensure that participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over \$50,000.
 - 5) Ensure that Participating Counties and contracted providers are completing all required data reporting, including the Adult AMHI Reporting Tool.

- a) Participating Counties will complete and submit to Olmsted County on a quarterly basis the Adult AMHI Reporting Tool within 15 days of the end of the quarter.
7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
 8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
 9. Each Participating County acknowledges that it has received a copy of the *2025-2026 Minnesota Department of Human Services County Grant Contract* for AMHI funding and will comply with all grant provisions in the document.
 10. If the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation but staff absences or work load may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
 11. Participating Counties may audit records related to SE AMHI and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2025 through December 31, 2026 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 17 below.
17. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing SE AMHI-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the SE AMHI funds amongst the remaining Participating Counties.

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

18. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services, Contract Management Team, 2117

Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management

19. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.
20. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF Houston

By: _____
Title: Chairperson of the County Board

Dated: _____

ATTESTED TO:

By: John Zegl
Title: Ph & HS Director

Dated: 2/10/2025

APPROVED AS TO FORM AND EXECUTION:

By: Signe M. Burke
Title: Lead County Attorney
Interim Houston County Atty

Dated: 2-18-25

SE AMHI
Community Based Compact and By-Laws

A. Purpose

SE AMHI Mission

"To explore and implement creative and collaborative ways to meet the needs of and improve the quality of life of persons seeking mental health care and treatment."

The purpose of this Compact is to facilitate agreement between the Minnesota Department of Human Services (DHS) and local mental health authorities in Southeastern Minnesota counties [Fillmore, Goodhue, Houston, MNPrairie (Dodge, Steele, Waseca), Mower, Olmsted, Wabasha and Winona] to implement current and new community-based mental health services for individuals with serious and persistent mental illness. This relationship and commitment will provide a demonstration of evidenced-based and best practices and principles that may serve as an impetus for statewide change in the way community-based mental health services are delivered.

B. History

1. With the closure of Regional Treatment Centers in the early 1990s, counties were encouraged to develop partnerships with neighboring counties to plan for and develop acute care and community-based mental health treatment for those who had been served by the state hospital. Learning from the success of that approach, legislation was passed in 1996 to create and expand grant funding for regional partnerships to continue planning and service expansion efforts. Over time, this has resulted in 18 regional county initiatives and the White Earth Nation tribe who have identified as AMHIs. Each region ranges in size from single, large county entities in the metro area to regions encompassing up to 18 counties in greater Minnesota. The AMHIs continue to monitor, evaluate and reconfigure their service models while each county retains its role as the local mental health authority. The service delivery design is unique to each AMHI. This approach has allowed small or sparsely populated counties to develop services they would not have the capacity to otherwise. The AMHIs have been an effective mechanism for regional collaboration to build community-based mental health services in Minnesota. The relationships built and sustained in the AMHIs are key to creating a strong service system.
2. The SE AMHI Initiative was developed in 1996, in accordance with Minnesota Statutes, section 245.4661 and in cooperation with DHS, to improve the mental health system in the Southeast Minnesota area. It brings together partners in the delivery of those services to clarify outcomes in order to increase accountability first to consumers, then to each other, and ultimately to the people of Minnesota. The redesign was planned by the SE AMHI Regional Management Team and implemented with the approval of both the Department of Human Services and the SE AMHI Community Based Initiative Compact Council (what is now referred to as the Directors Group).

C. Project Description

The Department of Human Services and the local mental health authorities in Southeastern Minnesota share a common goal in serving persons with mental illness in the most clinically appropriate, person-centered, least restrictive, and cost-effective ways. This project has reshaped the residential-based and community-based networks into a more seamless system through new partnerships between consumers, DHS, counties, and local mental health care providers. The SE AMHI relationship is comprised of 8 local mental health authorities and the Minnesota Department of Human Services. The focus is on improved access and outcomes for persons with mental illness. Decisions about allocation of AMHI grant funds to a community-based model will be made based on needs identified by the SE AMHI Initiative County entities, locating services as close to consumer's homes as possible and the impact on use of inpatient programs.

D. Compact Principles

SE AMHI is dedicated to improving the mental health of their community through intentional planning and partnerships across a region grounded in the following principles:

- Lived experience with mental illness guides the governance and services.
- Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.
- Develops and provides an array of person-centered services that builds on personal and cultural strengths.
- Utilizes a data driven model to evaluate the impact of services on health outcomes.
- Assures access, early intervention, coordination, and application of resources through creative partnerships.

E. Compact Membership

The membership of the SE AMHI includes:

- Fillmore County
- Goodhue County
- Houston County
- Minnesota Prairie County Alliance (MNPrairie – Dodge, Steele and Waseca Counties)
- Mower County
- Olmsted County
- Wabasha County
- Winona County
- Commissioner: Department of Human Services
- Assistant Commissioner: Continuing Care

F. Administrative Structure

1. **SE AMHI Directors Group:** The Group is established by authority of the respective Local Mental Health Authorities, in accordance with M.S. 245.465 et sequitur and the Commissioner of Human Services. The Group shall operate under limited authority granted to it by the respective Local Mental Health Authorities, such that authority not expressly granted to the Group by individual County Boards, is reserved to those County Boards.

- a) The primary purpose of the Directors Group is to guide, direct and assist in the implementation of community based mental health services. Specific purposes include:
 - 1) Providing policy, implementation and outcomes-oriented level guidance regarding mental health services to ensure operational decisions are consistent with State and Local priorities.
 - 2) Providing feedback and assistance in demonstrating evidenced-based best practices and principles that may serve as an impetus for statewide changes in the way mental health services are delivered.
 - 3) The Directors Group is responsible for the fiscal policy and direction of the SE AMHI. Olmsted County is the fiscal host and takes its direction from the Group.
 - 4) The Contract Management Team will develop/renew all SE AMHI regional contracts based on guidance and direction from the Directors Group.
- b) The SE AMHI Directors Group will meet monthly (the second Friday of each month) in person, with virtual meetings available as needed and/or as determined by the Directors Group. The Directors will adopt and amend annual budgets; consider and recommend transactions including staffing, contracts, leases, and grant applications; and adopt and amend bylaws. The SE AMHI will be overseen by the Directors Group that is comprised of the following representatives:
 - c) County Entities (8)
 - 1) One voting representative from each of the participating county entities when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each voting representative is designated by the respective Local Mental Health Authority.
 - 2) If a voting representative is unable to attend, that participating county entity may send a replacement voting member. The expectation is that the replacement voting member will be fully briefed and prepared to vote on any matters before the Directors Group.
 - 3) Participating county entities may send additional non-voting representatives to participate in meetings as needed based on the agendas.
 - 4) Membership terms are sent by each Local Mental Health Authority.
 - d) Department of Human Services (2)

One voting representative from State-Operated Services and one voting representative from the Department of Human Services/Mental Health Division will be designated for membership. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.
 - e) Other Representatives

Based on meeting agendas, the Directors Group may invite others,

such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.

- f) Chair: The Directors Group will be chaired on a rotating bases by the voting representative from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name.
 - 1) The Chair will prepare agendas and related materials in collaboration with the Vice-Chair, SE AMHI regional staff and/or others as needed.
 - 2) The Chair will preside over meetings.
 - 3) If the Chair is unable to attend a Directors Group meeting the Vice-Chair will preside over the meeting.
 - g) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example, if the Fillmore County representative is Chair, the Vice-Chair will be the Goodhue County representative. The Vice-Chair position will also rotate annually based on alphabetical order of county entity name.
 - 1) The Vice-Chair will assist with agenda preparation and chair meetings when needed.
 - h) Directors Group Minutes: The Directors Group minute taking will be on a rotating bases from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name. For example, if MNPrairie is currently taking minutes than Mower County will take minutes the following year and so on.
 - i) Decision Making: An attempt will be made to settle all Directors Group issues through a consensus model of decision making; however, a quorum shall consist of five members of the Directors Group for any meeting. A quorum must be present, either in person or via technology, for decisions to be made.
2. SE AMHI Regional Management Team: The day-to-day operations of the SE AMHI will be administered by the SE AMHI Regional Management Team. The RMT will meet regularly, held in person or virtually, but at least one meeting a quarter must be held in person. The May RMT meeting will always be held in person so that RMT can hold elections and review consumer per diem rates. The RMT will submit minutes and/or reports and recommendations (at least quarterly) to the SE AMHI Directors Group for review. The SE AMHI RMT will be comprised of the following representatives:
- a) County Entities (8)
 - 1) One voting representative from each participating county entity when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each representative will be designated by the respective Local Mental Health Authority.

- 2) Three consecutive, unexcused absences or non-participation during virtual meetings by any staff representative, may subject the representative to a notice being sent to the staff representative's county entity Director to determine interest and continued participation with RMT.
- b) Community Members (10)

One voting community member from each county entity with lived experience and two (2) additional voting community members with lived experience from anywhere in the SE AMHI region will attend the SE AMHI RMT meetings. The two additional community members must attend six (6) months of RMT meetings before becoming eligible to be a voting community member.
- c) Department of Human Services (2)

One voting representative from State-Operated Services and one voting representative from the Department of Human Services/Mental Health Division will be designated for membership when they have signed the compact. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.
- d) Other Representatives

Based on meeting agendas, RMT may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.
- e) Chair: RMT will be chaired on a rotating bases by a voting representative from each participating county entity. The rotation will be annually, beginning in May, on a volunteer basis, with the understanding that all county entities will rotate through as chair.
 - 1) The Chair will prepare agendas and related materials in collaboration with the SE AMHI Regional Program Coordinator and Vice-Chair.
 - 2) The Chair will preside over meetings.
 - 3) If the Chair is unable to attend a RMT meeting the Vice-Chair will preside over the meeting.
- f) Vice-Chair: The Vice-Chair position will be held by the incoming chair. The Vice-Chair position will also rotate annually, beginning in May, based volunteers, with the understanding that each county entity will rotate through serving as Vice-Chair.
 - 1) The Vice-Chair will take minutes at RMT meetings.
 - 2) The Vice-Chair will assist with agenda preparation and chair meetings when needed.
- g) SE AMHI Regional Program Coordinator
 - 1) Maintain RMT records, including but not limited to mailing lists and meeting minutes.
 - 2) Communicate with RMT members regarding meetings, agendas, etc.
 - 3) Work with Olmsted County finance staff regarding payment of consumer per diems.

- h) The Chair and Vice-Chair position can be held by any county entity representative, whether the person is staff or a consumer representative.
 - i) Decision Making: An attempt will be made to settle all RMT issues through a consensus model of decision making; however, "majority vote" shall rule when voting on issues.
- 3. Annual Joint RMT and Directors Group Meeting: At least once a year the Directors Group and RMT will repurpose their monthly meetings to hold a joint meeting. The decision of when to hold this joint meeting will be decided mutually between the Directors Group and RMT. Agenda for the joint meeting will be decided mutually by the Chair and Vice-Chair of Directors Group and RMT.
- 4. Committees: As needed, either the Directors Group or the RMT may establish a committee or subgroup to achieve a purpose of the SE AMHI. Committee terms and number of members will vary by each committee and will be set by either the Directors Group or RMT. Committee members do not need to be members of the Directors Group or RMT but can be providers, county staff, consumers, community members, etc. The simple majority rule shall be implemented for all committees and subgroups.
 - a) Executive Committee: The Directors Group and RMT will each establish an Executive Committee. Each committee will comprise of the Chair and Vice-Chair, one at large attendee, SE AMHI regional staff (as needed) and additional members as needed. Each Executive Committee will review and if needed research topics that come before either the Directors Group or RMT in order to provide recommendations at meetings.
- 5. Per Diems: For county entity staff serving on either the Directors Group or RMT, that county entity will determine any compensation received for serving. There will be no per diems provided by SE AMHI to county entity staff. The only per diems provided by SE AMHI will be to the RMT consumer representatives. The per diem rate for consumer representatives will be a flat rate to attend each RMT meeting and mileage for those meetings that are in person. Mileage will be reimbursed for in person meetings based on the current IRS rate. The flat per diem will be set annually by the RMT at the RMT May meeting.
- 6. Conflict of Interest: Directors Group and RMT members must immediately acknowledge a conflict of interest with any particular issue pending before the issue is discussed, as soon as that member believes that an actual, or apparent, conflict exists. Members are expected to maintain the highest ethical standards which include the avoidance of even the appearance of impropriety.

G. Roles and Responsibilities of Each Party

DHS and the local mental health authorities from southeastern Minnesota each have a number of responsibilities with respect to meeting the consumer outcomes as identified above. The following are the key responsibilities of each.

1. **Joint Responsibilities**
 - a. Participate in the SE AMHI Directors Group. The Group is established to ensure Compact implementation, monitoring, and compliance. The Group has created its own operating bylaws, which are incorporated in the Compact.
 - b. Review and approve any Compact amendments.
 - c. Prepare and approve Memorandum of Understandings which supports the goals of the initiative.
 - d. Carry out the roles and responsibilities assigned to each party by M.S. 245.461, 2568.0622, 256B.0623 and 2568.0624.
 - e. Meet to review progress in implementing services and activities and to support each other in the attainment of outcome measures.
 - f. Explore ways to find startup funds for any new community-based programs.
2. **Local Mental Health Authority Responsibilities**
 - a. Provide guidance and information on local community needs and programming that can address those needs.
 - b. Implement services and activities that correspond to the identified consumer outcomes in the Compact.
 - c. Collect and report data as necessary to determine the success of meeting the outcome targets.
 - d. Work with DHS to develop, implement, and administer a consumer satisfaction survey.
 - e. Assign a county representative to the SE AMHI Directors Group and one to the SE AMHI RMT.
 - f. Designate an entity as fiscal host for the grant funds and revenues generated by the SE AMHI. See Section G4 - Fiscal Host Responsibilities.
 - g. Ensure consumers and other local stakeholders participate fully in the planning process.
3. **DHS Responsibilities**
 - a. Affirm that DHS has the fundamental and primary responsibility to provide mental health services to persons in need and that these cannot be delegated to the local mental health authority (Minnesota Statutes, Chapters 245, 246 and 253).
 - b. Receive information on programmatic needs from the SE AMHI Regional Management Team and the SE AMHI Directors Group and collaboratively work to respond to those needs.
 - c. Meet with the local mental health authority representatives as needed - but at least monthly - and provide technical assistance, support and be actively involved in program implementation.
 - d. Respond to waiver requests within 30 days with resolution in

conjunction with timeframes established in the SE AMHI.

- e. Redeploy State-Operated Services employees to the SE AMHI project at such time that community-based services and sites are ready to start operation.
- f. Provide - through its representatives at St. Peter Regional Treatment Center (SPRTC), State Operated Services (SOS), and the Mental Health Division - data necessary to determine the success in meeting the outcome targets.
- g. Assist the local mental health authorities to develop a consumer satisfaction survey consistent with the outcome targets.
- h. Prepare any necessary report for the Legislature on the status or success of the project.
- i. Ensure that any funds generated through this project are used to further the purposes of the SE AMHI project.
- j. Ensure that resources are available via State Operated Services/Department of Human Services to meet the mental health needs within SE AMHI that cannot be met by the community-based system of care. DHS commits to adhere to its legislative mandate that says: The commissioner's proposals to close a regional treatment center, state-operated nursing home or program operated by a regional treatment center or state-operated nursing home under this subdivision must not result in a net reduction in the total number of services in any catchment area in the state and must ensure new community-based programs are located in areas that are convenient to the individuals receiving services and their families [Special Session HF 6-Article 6, section 64, subdivision 1, (c)]; and there shall be no increase in the county share of the cost of care provided in state operated services without legislative authority [Special Session HF 6-Article 6, section 64, subdivision 4, (b)].

4. Fiscal Host Responsibilities

- a. Olmsted County is designated as the fiscal host for SE AMHI. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds accruing to SE AMHI from any source whatsoever. The fiscal year for shall be a calendar year, January 1 through December 31.
- b. The fiscal host contracting policies and procedures will be followed regarding any contracts, leases, and/or grant agreements with other entities on behalf of SE AMHI with the approval of the SE AMHI Directors Group.
- c. The SE AMHI County entities will execute cooperative agreements detailing the receipt and distribution of grant funds.
- d. The fiscal host shall be eligible for reimbursement of costs incurred in the administration of SE AMHI funds. This reimbursement shall be determined by the SE AMHI Directors Group in its approval of the

budget and shall not exceed 10% of the operating expenses.

- e. The fiscal host shall ensure the receipts and expenditures of SE AMHI funds are included in an annual audit of the County conducted by the Minnesota Office of State Auditors or Certified Public Accounting firm.

H. Liability:

The Partners agree that each party will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for acts of and others or results thereof. The State agrees to defend and indemnify the County entities for actions of State employees. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The County entities agree to defend and indemnify the State for actions of County entity employees. County entity's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable law.

I. Amendment, Revisions or Clarifications

The Compact shall be reviewed annually, or upon request, by the Directors Group and may be amended to reflect mutually agreed-upon changes which shall be in writing.

J. Conflict Resolution

Any conflicts that arise will first be brought to the RMT; if unresolved, it will be referred to the SE AMHI Directors Group. Any unresolved conflict in the administration of the Compact may be submitted directly to the Assistant Commissioner of Continuing Care or the Commissioner of Human Services for mediated resolution. The Commissioner's office may use the services of appropriate State-level mediation services to facilitate mutually agreeable outcomes to the dispute.

K. Terms of the Compact .

This Compact will be effective on the date of final signature obtained from the authorized County representatives and initial authorization by the Commissioner (or his designee) of the Minnesota Department of Human Services. The conditions and commitments of each party to this Compact will apply until such time that one or more parties wish to withdraw from the Compact. A 90-day written notice to the remaining parties must be given. At such a time, all parties agree to meet to review the conditions and commitments of this Compact and to consider revisions as may be agreed upon by the remaining parties.

L. Dissolution

1. If any participating county entity chooses to opt out of providing SE AMHI-funded mental health services, it will provide written notice to the other Compact members at least 90 days prior to the proposed opt out date. In this event, the remaining Compact members shall jointly determine whether to dissolve the Compact or redistribute the SE AMHI funds amongst the remaining county entities and amend the Compact.
2. The Compact members may dissolve the Compact effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Compact may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed; or interpreted in such a way that the services are no longer allowable or appropriate under this Compact or are no longer eligible for the funding proposed for payments authorized by this Compact.
3. Any such dissolution of the Compact shall not reduce or negate any obligations or liabilities of any party already accrued prior to such dissolution.
 4. At the time of dissolution of the Compact, the Directors Group should dispose of any assets of SE AMHI in a manner that is consistent with the purpose of SE AMHI. It is intended that the Directors Group will terminate its operation at the conclusion of the Compact. An orderly transfer of responsibility and function to other extant and appropriate organizational and governing structures in place at the time of the Compact's dissolution is intended.

M. Severability.

The provisions of this Compact are severable. If any paragraph, section, subdivision, sentence, clause, or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Compact.

N. Entire Agreement.

This Compact and the documents referred to within contains the entire terms of the Compact and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Compact.

O. Counterparts.

This Compact may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Compact as of the dates written below.

SE AMHI Compact Member Signature

The undersigned accepts the understandings and commitments contained in the SE AMHI Compact.

COUNTY OF Houston

By: _____

Dated: _____

Title: Chairperson of the County Board

ATTESTED TO:

By: John Z. G.

Dated: 2/10/2025

Title: PH & HS Director

APPROVED AS TO FORM AND EXECUTION:

By: Sybil M. Bue

Dated: 2-13-25

Title: Lead County Attorney

Interim Houston County Atty



Minnesota Department of Human Services County Grant Contract

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

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

2. COUNTY'S DUTIES.

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

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

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

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Terms of payment

a. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **eleven million five hundred sixty thousand four hundred ninety-two dollars (\$11,560,492)**.

1. The total obligation covers two full calendar years.
2. In calendar year 2025, the COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY more than half of the total obligation/total budget amount indicated in Attachment B.
3. Underspending in calendar year 2025 is not available for use in future calendar years.

b. Advance. The COUNTY will receive an initial payment of **one million eighty-eight thousand one hundred eighteen dollars (\$1,088,118)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of each calendar year during the contract term.

c. Reconciliation. Any portion of the cash advances that are unspent must be returned to STATE at the end of each calendar year of the contract term.

- d. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-based Grant Fiscal Report (DHS-2895) specific to the grant and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

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

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must submit a Budget Modification Form provided by STATE and obtain STATE written approval before changing any part of the budget.
 - b. Budget modifications are required when adding or removing a BRASS code from the budget, adding or removing a provider(s), or shifting funds between BRASS codes.
 - c. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - d. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on the budget tab of the application provided by STATE.
3. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15.](#)¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized

representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

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

4.4. Unexpended Funds.

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

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

6.2. Termination by the Commissioner of Administration.

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

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

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Christian Ederer** or successor. Phone and email: **651-431-3605 christian.t.ederer@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Lisa Morris-Helmstetler** or successor. Phone and email: **507-328-6012**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Lisa Morris-Helmstetler** or successor. Phone and email: **507-328-6012**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing Agreement and Business Associate Agreements entitled "Information Privacy and Security Agreement Between Minnesota Department of Human Services and County Human Services Agency" and "Business Associate Agreement Between Minnesota Department of Human Services and County Human Services Agency", respectively and executed by DHS and Olmsted County on 4/20/2015 (hereafter "Data Sharing Agreement and Business Associate Agreement") which are incorporated into this CONTRACT by reference, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

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

electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-

free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

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

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

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

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

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

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

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

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

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

b. Lower Tier Covered Transactions.

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

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

17.3. Entire Agreement.

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

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

18. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

19. SUBCONTRACTS.

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

20. LEGAL COMPLIANCE.

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

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

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

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

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

21. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: 
9780AF8E93764DF...
Date: 11/19/2024
Contract No: GRK 260121

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division


County


State Authorized Representative

2. COUNTY

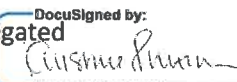
Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
A32918FD9E2B4DF...
Title: Board chair
Date: 11/19/2024

DocuSigned by:
Continuation of **COUNTY**
By: 
Title: Deputy Clerk
Date: 11/19/2024

Signed by:
Continuation of **COUNTY**
By: 
Title: FIRST ASSISTANT County Attorney
Date: 11/20/2024

3. STATE AGENCY

By (with delegated authority): 
904F44905FD84D3...
Title: Deputy Assistant Commissioner
Date: 11/20/2024

Adult Mental Health Initiative Grant Contract Attachment A

County Responsibilities

The following items need to be reviewed and acknowledged (check the checkbox).

These items will be evaluated throughout the contract term via site visits and record requests.

By acknowledging, you are stating that you understand the listed program requirements and that related documents and information may be requested from DHS at any time throughout the contract period.

Applicable Grant(s)	Requirement	Description of Tasks & Deliverables	Acknowledge
AMHI	Must have written policy and procedures governing accounting and operational procedures	Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement). Decision-making process document or description. Contingency planning. Nondiscrimination policies.	<input checked="" type="checkbox"/> Acknowledge
AMHI	Must include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans.	<input checked="" type="checkbox"/> Acknowledge
AMHI	Must ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI). Include program evaluation.	<input checked="" type="checkbox"/> Acknowledge
CSP	Must ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	Assure sufficient community support services are available to meet the needs of adults with SPMI in the county such as: Competitive employment, Activities of daily living, Leisure activities, Housing, Benefit assistance and Day treatment services	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	Lived experience with mental illness guides the governance and services Bring together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. Develop and provide an array of person centered services that builds on personal and cultural strengths. Utilize a data driven model to evaluate the impact of services on health outcomes. Assure access, early intervention, coordination, and application of resources through creative partnerships.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	Submit quarterly fiscal reports/invoices to DHS for payment	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must ensure that Adult Mental Health grant funding is payer of last resort.	County and contracted providers must bill all eligible insurance before accessing Adult Mental Health grant funding.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must have a transition plan that complies with Minnesota Statute 245.466 subd.3a	Transition plan for continuity of care in the event of contract termination with a community mental health center. Transition plan for continuity of care in the event of contract termination with a community support services provider.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must complete all required data reporting and ensure their contracted providers are completing all required data reporting	MHS data reporting completed twice a year SSIS data reporting completed	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must meet the policy requirements from the Office of Grants Management for all subcontracts that are over \$50,000	Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation. Conflict of interest assessed and documented.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	Demonstrate effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. The National CLAS Standards Implementation Framework's six areas for action: (1) Foster cultural competence; (2) Reflect and respect diversity; (3) Ensure language access; (4) Build Community partnerships; (5) Collect diversity data; and (6) Benchmark, plan, and evaluate.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must have written policy or procedure governing decisions around 418x Client Flex Funds		<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must include a needs assessment conducted by the LAC in its adult mental health plan/application	Needs assessment must include information about how the assessment was conducted. The county should use the LAC as a resource in the development of local plans, grant proposals and mental health services funding.	<input checked="" type="checkbox"/> Acknowledge
AMHI & CSP	Must meet requirements of Open Meeting Law	Meeting information posted where community members can find and access it. Meeting minutes and decisions are documented and publicly available.	<input checked="" type="checkbox"/> Acknowledge

CONTRACT TERM Community Support Program Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.

No entry needed. Review only to ensure difference is \$0.

Region or County	CSP Allocation	Amount budgeted	Difference
Olmsted - CSP	\$1,427,776	\$ 1,427,776	\$ -

BUDGET SUMMARY #1			BUDGET SUMMARY #2			PROJECT TOTAL
BRASS Code	TOTAL BUDGET #1	BRASS Code	TOTAL BUDGET #2			
Fiscal host fee	\$ -	Fiscal host fee	\$ -			
402x - Community Education and Prevention	\$ -	402x - Community Education and Prevention	\$ -			
403x - Adult Client Outreach	\$ 81,607.00	403x - Adult Client Outreach	\$ -			
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings		408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ 81,607.00			
409x - Pre-petition Screening/Hearing	\$ -	409x - Pre-petition Screening/Hearing	\$ -			
416x - Transportation	\$ 12,448.00	416x - Transportation	\$ -			
418x - Client Flex Funds	\$ 39,632.00	418x - Client Flex Funds	\$ 12,448.00			
419x - Court-related Services and Activities	\$ -	419x - Court-related Services and Activities	\$ 39,632.00			
420x - Peer Support Services	\$ -	420x - Peer Support Services	\$ -			
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -			
434x - Community Support Program Services	\$ 164,042.00	434x - Community Support Program Services	\$ -			
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ 164,042.00			
437x - Supported Employment / Individualized Placement and Support Services	\$ -	437x - Supported Employment / Individualized Placement and Support Services	\$ -			
438x - Assertive Community Treatment (ACT)	\$ 134,123.00	438x - Assertive Community Treatment (ACT)	\$ -			
443x - Housing Subsidy	\$ 8,716.00	443x - Housing Subsidy	\$ 134,123.00			
446x - Basic living / Social Skills and Community Integration	\$ -	446x - Basic living / Social Skills and Community Integration	\$ 8,716.00			
451x - Emergency Response Services	\$ -	451x - Emergency Response Services	\$ -			
452x - Adult Outpatient Psychotherapy	\$ 67,000.00	452x - Adult Outpatient Psychotherapy	\$ -			
454x - Adult Outpatient Medication Management	\$ 5,620.00	454x - Adult Outpatient Medication Management	\$ 67,000.00			
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ 5,620.00			
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -			
474x - Intensive Residential Treatment Services (IRTS)	\$ -	474x - Intensive Residential Treatment Services (IRTS)	\$ -			
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ 83,700.00	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -			
493x - Adult General Case Management	\$ 117,000.00	493x - Adult General Case Management	\$ 83,700.00			
TOTAL CSP FUNDS #1	\$ 713,888.00	TOTAL CSP FUNDS #2	\$ 117,000.00			
			\$		\$ 1,427,776.00	

CONTRACT TERM Adult Mental Health Initiative Grant Contract Attachment B

AMHI Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure the difference totals \$0.

AMHI	AMHI Allocation	Amount budgeted	Difference
CREST - AMHI	\$10,132,716	\$ 10,132,716	\$ -

BUDGET SUMMARY #1		BUDGET SUMMARY #2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET #1	BRASS Code	TOTAL BUDGET #2	
Fiscal host fee	\$ 315,000.00	Fiscal host fee	\$ 315,000.00	
402x - Community Education and Prevention	\$ 263,319.00	402x - Community Education and Prevention	\$ 260,869.00	
403x - Adult Client Outreach	\$ 520,600.00	403x - Adult Client Outreach	\$ 520,600.00	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ 5,000.00	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
409x - Pre-petition Screening/Hearing	\$ 10,000.00	409x - Pre-petition Screening/Hearing	\$ 10,000.00	
416x - Transportation	\$ 59,636.00	416x - Transportation	\$ 46,622.00	
418x - Client Flex Funds	\$ 68,840.00	418x - Client Flex Funds	\$ 68,840.00	
419x - Court-related Services and Activities	\$ 13,000.00	419x - Court-related Services and Activities	\$ 13,000.00	
420x - Peer Support Services	\$ 91,253.00	420x - Peer Support Services	\$ 91,253.00	
431x - Adult Mobile Crisis Services	\$ 314,403.00	431x - Adult Mobile Crisis Services	\$ 323,940.00	
434x - Community Support Program Services	\$ 715,114.00	434x - Community Support Program Services	\$ 715,077.00	
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ -	
437x - Supported Employment / Individualized Placement and Support Services	\$ 211,000.00	437x - Supported Employment / Individualized Placement and Support Services	\$ 211,000.00	
438x - Assertive Community Treatment (ACT)	\$ -	438x - Assertive Community Treatment (ACT)	\$ -	
443x - Housing Subsidy	\$ 348,448.00	443x - Housing Subsidy	\$ 334,648.00	
446x - Basic living / Social Skills and Community Integration	\$ 792,760.00	446x - Basic living / Social Skills and Community Integration	\$ 804,510.00	
451x - Emergency Response Services	\$ 112,500.00	451x - Emergency Response Services	\$ 112,500.00	
452x - Adult Outpatient Psychotherapy	\$ 13,000.00	452x - Adult Outpatient Psychotherapy	\$ 13,000.00	
454x - Adult Outpatient Medication Management	\$ 429,173.00	454x - Adult Outpatient Medication Management	\$ 429,173.00	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ 5,000.00	469x - Partial Hospitalization	\$ 5,000.00	
474x - Intensive Residential Treatment Services (IRTS)	\$ 5,000.00	474x - Intensive Residential Treatment Services (IRTS)	\$ 5,000.00	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ 614,026.00	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ 623,026.00	
493x - Adult General Case Management	\$ 159,286.00	493x - Adult General Case Management	\$ 163,300.00	
TOTAL AMHI FUNDS #1	\$ 5,066,358.00	TOTAL AMHI FUNDS #2	\$ 5,066,358.00	\$ 10,132,716.00
	\$ 5,066,358.00		\$ 5,066,358.00	\$ 10,132,716.00

Houston County Agenda Request Form

Date Submitted: 2/12/2025

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

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

Issue:

Review and approve SE AMHI By-laws. Related to SE AMHI Cooperative Agreement

Attachments/Documentation for the Board's Review:

Virtual Copy for review, and hard copy for signature.

Justification:

Action Requested:

Review and approve as presented

For County Use Only

<u>Reviewed by:</u>	<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.

**SE AMHI
Community Based Compact and By-Laws**

A. Purpose

SE AMHI Mission

"To explore and implement creative and collaborative ways to meet the needs of and improve the quality of life of persons seeking mental health care and treatment."

The purpose of this Compact is to facilitate agreement between the Minnesota Department of Human Services (DHS) and local mental health authorities in Southeastern Minnesota counties [Fillmore, Goodhue, Houston, MNPrairie (Dodge, Steele, Waseca), Mower, Olmsted, Wabasha and Winona] to implement current and new community-based mental health services for individuals with serious and persistent mental illness. This relationship and commitment will provide a demonstration of evidenced-based and best practices and principles that may serve as an impetus for statewide change in the way community-based mental health services are delivered.

B. History

1. With the closure of Regional Treatment Centers in the early 1990s, counties were encouraged to develop partnerships with neighboring counties to plan for and develop acute care and community-based mental health treatment for those who had been served by the state hospital. Learning from the success of that approach, legislation was passed in 1996 to create and expand grant funding for regional partnerships to continue planning and service expansion efforts. Over time, this has resulted in 18 regional county initiatives and the White Earth Nation tribe who have identified as AMHIs. Each region ranges in size from single, large county entities in the metro area to regions encompassing up to 18 counties in greater Minnesota. The AMHIs continue to monitor, evaluate and reconfigure their service models while each county retains its role as the local mental health authority. The service delivery design is unique to each AMHI. This approach has allowed small or sparsely populated counties to develop services they would not have the capacity to otherwise. The AMHIs have been an effective mechanism for regional collaboration to build community-based mental health services in Minnesota. The relationships built and sustained in the AMHIs are key to creating a strong service system.
2. The SE AMHI Initiative was developed in 1996, in accordance with Minnesota Statutes, section 245.4661 and in cooperation with DHS, to improve the mental health system in the Southeast Minnesota area. It brings together partners in the delivery of those services to clarify outcomes in order to increase accountability first to consumers, then to each other, and ultimately to the people of Minnesota. The redesign was planned by the SE AMHI Regional Management Team and implemented with the approval of both the Department of Human Services and the SE AMHI Community Based Initiative Compact Council (what is now referred to as the Directors Group).

C. Project Description

The Department of Human Services and the local mental health authorities in Southeastern Minnesota share a common goal in serving persons with mental illness in the most clinically appropriate, person-centered, least restrictive, and cost-effective ways. This project has reshaped the residential-based and community-based networks into a more seamless system through new partnerships between consumers, DHS, counties, and local mental health care providers. The SE AMHI relationship is comprised of 8 local mental health authorities and the Minnesota Department of Human Services. The focus is on improved access and outcomes for persons with mental illness. Decisions about allocation of AMHI grant funds to a community-based model will be made based on needs identified by the SE AMHI Initiative County entities, locating services as close to consumer's homes as possible and the impact on use of inpatient programs.

D. Compact Principles

SE AMHI is dedicated to improving the mental health of their community through intentional planning and partnerships across a region grounded in the following principles:

- Lived experience with mental illness guides the governance and services.
- Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.
- Develops and provides an array of person-centered services that builds on personal and cultural strengths.
- Utilizes a data driven model to evaluate the impact of services on health outcomes.
- Assures access, early intervention, coordination, and application of resources through creative partnerships.

E. Compact Membership

The membership of the SE AMHI includes:

- Fillmore County
- Goodhue County
- Houston County
- Minnesota Prairie County Alliance (MNPrairie – Dodge, Steele and Waseca Counties)
- Mower County
- Olmsted County
- Wabasha County
- Winona County
- Commissioner: Department of Human Services
- Assistant Commissioner: Continuing Care

F. Administrative Structure

1. **SE AMHI Directors Group:** The Group is established by authority of the respective Local Mental Health Authorities, in accordance with M.S. 245.465 et sequitur and the Commissioner of Human Services. The Group shall operate under limited authority granted to it by the respective Local Mental Health Authorities, such that authority not expressly granted to the Group by individual County Boards, is reserved to those County Boards.

- a) The primary purpose of the Directors Group is to guide, direct and assist in the implementation of community based mental health services. Specific purposes include:
 - 1) Providing policy, implementation and outcomes-oriented level guidance regarding mental health services to ensure operational decisions are consistent with State and Local priorities.
 - 2) Providing feedback and assistance in demonstrating evidenced-based best practices and principles that may serve as an impetus for statewide changes in the way mental health services are delivered.
 - 3) The Directors Group is responsible for the fiscal policy and direction of the SE AMHI. Olmsted County is the fiscal host and takes its direction from the Group.
 - 4) The Contract Management Team will develop/renew all SE AMHI regional contracts based on guidance and direction from the Directors Group.
- b) The SE AMHI Directors Group will meet monthly (the second Friday of each month) in person, with virtual meetings available as needed and/or as determined by the Directors Group. The Directors will adopt and amend annual budgets; consider and recommend transactions including staffing, contracts, leases, and grant applications; and adopt and amend bylaws. The SE AMHI will be overseen by the Directors Group that is comprised of the following representatives:
 - c) County Entities (8)
 - 1) One voting representative from each of the participating county entities when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each voting representative is designated by the respective Local Mental Health Authority.
 - 2) If a voting representative is unable to attend, that participating county entity may send a replacement voting member. The expectation is that the replacement voting member will be fully briefed and prepared to vote on any matters before the Directors Group.
 - 3) Participating county entities may send additional non-voting representatives to participate in meetings as needed based on the agendas.
 - 4) Membership terms are sent by each Local Mental Health Authority.
 - d) Department of Human Services (2)

One voting representative from State-Operated Services and one voting representative from the Department of Human Services/Mental Health Division will be designated for membership. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.
 - e) Other Representatives

Based on meeting agendas, the Directors Group may invite others,

such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.

- f) **Chair:** The Directors Group will be chaired on a rotating bases by the voting representative from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name.
 - 1) The Chair will prepare agendas and related materials in collaboration with the Vice-Chair, SE AMHI regional staff and/or others as needed.
 - 2) The Chair will preside over meetings.
 - 3) If the Chair is unable to attend a Directors Group meeting the Vice-Chair will preside over the meeting.
 - g) **Vice-Chair:** The Vice-Chair position will be held by the incoming chair. For example, if the Fillmore County representative is Chair, the Vice-Chair will be the Goodhue County representative. The Vice-Chair position will also rotate annually based on alphabetical order of county entity name.
 - 1) The Vice-Chair will assist with agenda preparation and chair meetings when needed.
 - h) **Directors Group Minutes:** The Directors Group minute taking will be on a rotating bases from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name. For example, if MNPrairie is currently taking minutes than Mower County will take minutes the following year and so on.
 - i) **Decision Making:** An attempt will be made to settle all Directors Group issues through a consensus model of decision making; however, a quorum shall consist of five members of the Directors Group for any meeting. A quorum must be present, either in person or via technology, for decisions to be made.
2. **SE AMHI Regional Management Team:** The day-to-day operations of the SE AMHI will be administered by the SE AMHI Regional Management Team. The RMT will meet regularly, held in person or virtually, but at least one meeting a quarter must be held in person. The May RMT meeting will always be held in person so that RMT can hold elections and review consumer per diem rates. The RMT will submit minutes and/or reports and recommendations (at least quarterly) to the SE AMHI Directors Group for review. The SE AMHI RMT will be comprised of the following representatives:
- a) **County Entities (8)**
 - 1) One voting representative from each participating county entity when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each representative will be designated by the respective Local Mental Health Authority.

- 2) Three consecutive, unexcused absences or non-participation during virtual meetings by any staff representative, may subject the representative to a notice being sent to the staff representative's county entity Director to determine interest and continued participation with RMT.

b) Community Members (10)

One voting community member from each county entity with lived experience and two (2) additional voting community members with lived experience from anywhere in the SE AMHI region will attend the SE AMHI RMT meetings. The two additional community members must attend six (6) months of RMT meetings before becoming eligible to be a voting community member.

c) Department of Human Services (2)

One voting representative from State-Operated Services and one voting representative from the Department of Human Services/Mental Health Division will be designated for membership when they have signed the compact. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.

d) Other Representatives

Based on meeting agendas, RMT may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.

- e) Chair:** RMT will be chaired on a rotating bases by a voting representative from each participating county entity. The rotation will be annually, beginning in May, on a volunteer basis, with the understanding that all county entities will rotate through as chair.

- 1) The Chair will prepare agendas and related materials in collaboration with the SE AMHI Regional Program Coordinator and Vice-Chair.
- 2) The Chair will preside over meetings.
- 3) If the Chair is unable to attend a RMT meeting the Vice-Chair will preside over the meeting.

- f) Vice-Chair:** The Vice-Chair position will be held by the incoming chair. The Vice-Chair position will also rotate annually, beginning in May, based volunteers, with the understanding that each county entity will rotate through serving as Vice-Chair.

- 1) The Vice-Chair will take minutes at RMT meetings.
- 2) The Vice-Chair will assist with agenda preparation and chair meetings when needed.

g) SE AMHI Regional Program Coordinator

- 1) Maintain RMT records, including but not limited to mailing lists and meeting minutes.
- 2) Communicate with RMT members regarding meetings, agendas, etc.
- 3) Work with Olmsted County finance staff regarding payment of consumer per diems.

- h) The Chair and Vice-Chair position can be held by any county entity representative, whether the person is staff or a consumer representative.
- i) **Decision Making:** An attempt will be made to settle all RMT issues through a consensus model of decision making; however, "majority vote" shall rule when voting on issues.
- 3. **Annual Joint RMT and Directors Group Meeting:** At least once a year the Directors Group and RMT will repurpose their monthly meetings to hold a joint meeting. The decision of when to hold this joint meeting will be decided mutually between the Directors Group and RMT. Agenda for the joint meeting will be decided mutually by the Chair and Vice-Chair of Directors Group and RMT.
- 4. **Committees:** As needed, either the Directors Group or the RMT may establish a committee or subgroup to achieve a purpose of the SE AMHI. Committee terms and number of members will vary by each committee and will be set by either the Directors Group or RMT. Committee members do not need to be members of the Directors Group or RMT but can be providers, county staff, consumers, community members, etc. The simple majority rule shall be implemented for all committees and subgroups.
 - a) **Executive Committee:** The Directors Group and RMT will each establish an Executive Committee. Each committee will comprise of the Chair and Vice-Chair, one at large attendee, SE AMHI regional staff (as needed) and additional members as needed. Each Executive Committee will review and if needed research topics that come before either the Directors Group or RMT in order to provide recommendations at meetings.
- 5. **Per Diems:** For county entity staff serving on either the Directors Group or RMT, that county entity will determine any compensation received for serving. There will be no per diems provided by SE AMHI to county entity staff. The only per diems provided by SE AMHI will be to the RMT consumer representatives. The per diem rate for consumer representatives will be a flat rate to attend each RMT meeting and mileage for those meetings that are in person. Mileage will be reimbursed for in person meetings based on the current IRS rate. The flat per diem will be set annually by the RMT at the RMT May meeting.
- 6. **Conflict of Interest:** Directors Group and RMT members must immediately acknowledge a conflict of interest with any particular issue pending before the issue is discussed, as soon as that member believes that an actual, or apparent, conflict exists. Members are expected to maintain the highest ethical standards which include the avoidance of even the appearance of impropriety.

G. Roles and Responsibilities of Each Party

DHS and the local mental health authorities from southeastern Minnesota each have a number of responsibilities with respect to meeting the consumer outcomes as identified above. The following are the key responsibilities of each.

1. **Joint Responsibilities**
 - a. Participate in the SE AMHI Directors Group. The Group is established to ensure Compact implementation, monitoring, and compliance. The Group has created its own operating bylaws, which are incorporated in the Compact.
 - b. Review and approve any Compact amendments.
 - c. Prepare and approve Memorandum of Understandings which supports the goals of the initiative.
 - d. Carry out the roles and responsibilities assigned to each party by M.S. 245.461, 2568.0622, 256B.0623 and 2568.0624.
 - e. Meet to review progress in implementing services and activities and to support each other in the attainment of outcome measures.
 - f. Explore ways to find startup funds for any new community-based programs.
2. **Local Mental Health Authority Responsibilities**
 - a. Provide guidance and information on local community needs and programming that can address those needs.
 - b. Implement services and activities that correspond to the identified consumer outcomes in the Compact.
 - c. Collect and report data as necessary to determine the success of meeting the outcome targets.
 - d. Work with DHS to develop, implement, and administer a consumer satisfaction survey.
 - e. Assign a county representative to the SE AMHI Directors Group and one to the SE AMHI RMT.
 - f. Designate an entity as fiscal host for the grant funds and revenues generated by the SE AMHI. See Section G4 - Fiscal Host Responsibilities.
 - g. Ensure consumers and other local stakeholders participate fully in the planning process.
3. **DHS Responsibilities**
 - a. Affirm that DHS has the fundamental and primary responsibility to provide mental health services to persons in need and that these cannot be delegated to the local mental health authority (Minnesota Statutes, Chapters 245, 246 and 253).
 - b. Receive information on programmatic needs from the SE AMHI Regional Management Team and the SE AMHI Directors Group and collaboratively work to respond to those needs.
 - c. Meet with the local mental health authority representatives as needed - but at least monthly - and provide technical assistance, support and be actively involved in program implementation.
 - d. Respond to waiver requests within 30 days with resolution in

conjunction with timeframes established in the SE AMHI.

- e. Redeploy State-Operated Services employees to the SE AMHI project at such time that community-based services and sites are ready to start operation.
- f. Provide - through its representatives at St. Peter Regional Treatment Center (SPRTC), State Operated Services (SOS), and the Mental Health Division - data necessary to determine the success in meeting the outcome targets.
- g. Assist the local mental health authorities to develop a consumer satisfaction survey consistent with the outcome targets.
- h. Prepare any necessary report for the Legislature on the status or success of the project.
- i. Ensure that any funds generated through this project are used to further the purposes of the SE AMHI project.
- j. Ensure that resources are available via State Operated Services/Department of Human Services to meet the mental health needs within SE AMHI that cannot be met by the community-based system of care. DHS commits to adhere to its legislative mandate that says: The commissioner's proposals to close a regional treatment center, state-operated nursing home or program operated by a regional treatment center or state-operated nursing home under this subdivision must not result in a net reduction in the total number of services in any catchment area in the state and must ensure new community-based programs are located in areas that are convenient to the individuals receiving services and their families [Special Session HF 6-Article 6, section 64, subdivision 1, (c)]; and there shall be no increase in the county share of the cost of care provided in state operated services without legislative authority [Special Session HF 6-Article 6, section 64, subdivision 4, (b)].

4. Fiscal Host Responsibilities

- a. Olmsted County is designated as the fiscal host for SE AMHI. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds accruing to SE AMHI from any source whatsoever. The fiscal year shall be a calendar year, January 1 through December 31.
- b. The fiscal host contracting policies and procedures will be followed regarding any contracts, leases, and/or grant agreements with other entities on behalf of SE AMHI with the approval of the SE AMHI Directors Group.
- c. The SE AMHI County entities will execute cooperative agreements detailing the receipt and distribution of grant funds.
- d. The fiscal host shall be eligible for reimbursement of costs incurred in the administration of SE AMHI funds. This reimbursement shall be determined by the SE AMHI Directors Group in its approval of the

budget and shall not exceed 10% of the operating expenses.

- e. The fiscal host shall ensure the receipts and expenditures of SE AMHI funds are included in an annual audit of the County conducted by the Minnesota Office of State Auditors or Certified Public Accounting firm.

H. Liability:

The Partners agree that each party will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for acts of and others or results thereof. The State agrees to defend and indemnify the County entities for actions of State employees. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The County entities agree to defend and indemnify the State for actions of County entity employees. County entity's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable law.

I. Amendment, Revisions or Clarifications

The Compact shall be reviewed annually, or upon request, by the Directors Group and may be amended to reflect mutually agreed-upon changes which shall be in writing.

J. Conflict Resolution

Any conflicts that arise will first be brought to the RMT; if unresolved, it will be referred to the SE AMHI Directors Group. Any unresolved conflict in the administration of the Compact may be submitted directly to the Assistant Commissioner of Continuing Care or the Commissioner of Human Services for mediated resolution. The Commissioner's office may use the services of appropriate State-level mediation services to facilitate mutually agreeable outcomes to the dispute.

K. Terms of the Compact

This Compact will be effective on the date of final signature obtained from the authorized County representatives and initial authorization by the Commissioner (or his designee) of the Minnesota Department of Human Services. The conditions and commitments of each party to this Compact will apply until such time that one or more parties wish to withdraw from the Compact. A 90-day written notice to the remaining parties must be given. At such a time, all parties agree to meet to review the conditions and commitments of this Compact and to consider revisions as may be agreed upon by the remaining parties.

L. Dissolution

1. If any participating county entity chooses to opt out of providing SE AMHI-funded mental health services, it will provide written notice to the other Compact members at least 90 days prior to the proposed opt out date. In this event, the remaining Compact members shall jointly determine whether to dissolve the Compact or redistribute the SE AMHI funds amongst the remaining county entities and amend the Compact.
2. The Compact members may dissolve the Compact effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Compact may at the parties' discretion be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed; or interpreted in such a way that the services are no longer allowable or appropriate under this Compact or are no longer eligible for the funding proposed for payments authorized by this Compact.
3. Any such dissolution of the Compact shall not reduce or negate any obligations or liabilities of any party already accrued prior to such dissolution.
4. At the time of dissolution of the Compact, the Directors Group should dispose of any assets of SE AMHI in a manner that is consistent with the purpose of SE AMHI. It is intended that the Directors Group will terminate its operation at the conclusion of the Compact. An orderly transfer of responsibility and function to other extant and appropriate organizational and governing structures in place at the time of the Compact's dissolution is intended.

M. Severability.

The provisions of this Compact are severable. If any paragraph, section, subdivision, sentence, clause, or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Compact.

N. Entire Agreement.

This Compact and the documents referred to within contains the entire terms of the Compact and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Compact.

O. Counterparts.

This Compact may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Compact as of the dates written below.

SE AMHI Compact Member Signature

The undersigned accepts the understandings and commitments contained in the SE AMHI Compact.

COUNTY OF Houston

By: _____

Dated: _____

Title: Chairperson of the County Board

ATTESTED TO:

By: [Signature]

Dated: 2/10/2025

Title: PH & HS Director

APPROVED AS TO FORM AND EXECUTION:

By: [Signature]

Dated: 2-13-25

Title: Lead County Attorney

Interim Houston County Atty

Houston County Agenda Request Form

Date Submitted: 2/13/2025

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

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

Issue:

Review and approve 2025 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review, hard cpy for signature

Justification:

Action Requested:

Review and 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 Hiawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987, "Provider", enter into this Agreement for the term of January 1, 2025 to December 31, 2025 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 Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

Medical Evaluation and Management (New and Established Participants at all Levels)
Clinical Supervision
Residential Staff Support - Overnight

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987 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. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
 - b. Final eligibility will be determined by Houston County.
 - c. 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.
 - d. 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.
 - e. 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 fifteen (15) days after the end of the month/quarter.

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, and the Houston County Limited English Proficiency Plan. If a 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/DCT) 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, Subpart F.
- ☒ As Specified by DHS/DCT, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT.
- ☐ (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 Human Services Director

304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us

b. **Provider:** Erik Sievers
Hiawatha Valley Mental Health Center
420 East Samia Street
Winona, MN 55987
eriks@hvmhc.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 Erik Sievers.
 - 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, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights 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 Public Health and 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 County 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/DCT 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/DCT against any and all liability, loss, damages, costs and expenses which County and/or DHS/DCT 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.
- ☐ Business Automobile Liability Insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Provider in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability Insurance as that afforded by the underlying policy.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds and/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 Acquisition Regulation 48 CFR 9.100-9.108-5 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:
- a. 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.
 - b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services/Department of Direct Care and Treatment (DHS/DCT/DCT) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS/DCT has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS/DCT are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
 - c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in

accordance with DHS/DCT Mental Health requirements.

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 ninety (90) days written notice to the other party.

- 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-B. 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.

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

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: Brad Anderson DATED: 1/24/25

Chairperson

BY: Erik Sievers DATED: 2/10/25

Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson

BY: John Zyl DATED: 1/10/2025

Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: Sharon M. Burch DATED: 2-12-25

Houston County Attorney

HIAWATHA VALLEY MENTAL HEALTH CENTER
Houston County Service Rates - 2025
Exhibit A

Service	Brass #	CPT #	Unit	Amount
Comprehensive Evaluation	408	90791	Session	\$ 441
Individual Therapy	452	908xx	Hour	\$ 241
Family Therapy	482	90847	Hour	\$ 241
Mental Health Group	452	90853	Session	\$ 241
Psychological Testing	408	96101	Hour	\$ 416
Substance Use Assessment	305	90791	Session	\$ 241
Individual Therapy	336	908xx	Hour	\$ 241
Substance Use Group	352	90853	Hour	\$ 241
CTSS				
Skills Training & Development - Individual and/or Family	434	H2014	15 Min	\$ 60
Skills Training & Development - Group	434	H2014	Hour	\$ 241
Travel	434	H0046	1 Mile	\$ 1
ARMHS				
Rehab Basic Skills	446	H2017	15 Min	\$ 60
Rehab Group	446	H2017	Hour	\$ 241
Travel	446	H0046	1 Mile	\$ 1
Adult Community Support				
Adult CSP	446		15 Min	\$ 60
Independent Living Skills (ILS)	446		15 Min	\$ 60
Travel	446		1 Mile	\$ 1
Peer Specialist Services				
Self-Help / Peer Services Level 1	4345	H0038	15 Min	\$ 60
Self-Help / Peer Services Level 2	4345	H0038	15 Min	\$ 60
Self-Help / Peer Services Group	4345	H0038	15 Min	\$ 60
Residential				
Staff Support - Overnight - Bluffview	434		Month	\$ 356
Staff Support - Overnight - Bluffview	434		Day	\$ 11
Child Case Management				
Child Case Management - Non MA	492		Month	\$ 716
Other				
Clinical Supervision			Hour	\$ 241
Community Education	102		Hour	\$ 241
Telemedicine Connectivity	454		Quarter	\$ 135
AMHI or Other Funding				
Local Advisory Council			Annual	\$ 2,000
Psychiatry Support Services			Annual	\$ 30,507
Drop In Center	434		Annual	\$ 12,500

Combined Service Total of POS not to exceed \$50,000

Houston County Agenda Request Form

Date Submitted: 2/13/2025

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 2025 SEMCAC contract for Transportation services

Attachments/Documentation for the Board's Review:

Soft copy for review, hard copy for signature

Justification:

Action Requested:

review and approve agreement 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.

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, 2025 to December 31, 2025 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 to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

Transportation

- b. Purchased Services will be provided at Semcac, 204 South Elm Street, Rushford, MN 55971 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. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Houston County.
- c. 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.
- d. 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.
- e. 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 fifteen (15) days after the end of the month/quarter.

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, and the Houston County Limited English Proficiency Plan. If a 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/DCT) 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, Subpart F.
 - ☐ As Specified by DHS/DCT, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT.
 - ☐ (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 Pugleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us
- b. Provider: Bill Spitzer
Semcac Transportation Director

204 South Elm Street, PO Box 549
Rushford, MN 55975
bill.spitzer@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 Erlene Welshons.
- 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, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights 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 Public Health and 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 County 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/DCT 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/DCT against any and all liability, loss, damages, costs and expenses which County and/or DHS/DCT 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.
- ☒ Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Provider in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability Insurance as that afforded by the underlying policy.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds and/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 Acquisition Regulation 48 CFR 9.100-9.108-5 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.
- 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-B. 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: 1/10/2025
Jennifer Hengel
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Chairperson

BY: [Signature] DATED: 1/10/2025
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature] DATED: 1-17-25
Houston County Attorney

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Transportation

INVOICES: Houston County Human Services
Attn: Ellana Babinski
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Volunteer Driver - Loaded Mile	NA	11	650	IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - MA Unloaded Miles	NA	11	650	1/2 IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - Rides within city limits that are less than 15 loaded miles	NA	11	650	\$8.00	Ride	Per Service Agreements
Volunteer Driver - Parking ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Meals ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Administration	NA	11	650	\$19.71	Ride	Per Service Agreements
Public Bus Service	NA	11	650	Fare Price	Ride	Per Service Agreements
Public Bus Service - Administration	NA	11	650	\$10.00	Ride	Per Service Agreements

Services may not be provided without prior authorization from a Houston County Case Manager.

¹ Follow restrictions contained in the Minnesota Department of Human Services Healthcare Manual.

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum ("Addendum") is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Houston County ("County") and Semcac ("Provider"). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Affiliate. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - e) Confidential Data. "Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - f) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - g) Data Aggregation. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) Diagnosis. "Diagnosis" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - k) Disclose. "Disclose" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred

for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.

- l) Electronic Health Records. "Electronic Health Records" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHS. "HHS" means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. "Medical Data" as governed by Minnesota Statute § 13.384.
- t) Other Non-Public Data. "Other Non-Public Data" as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, subd. 8a and 9.
- u) Part 2 Program. "Part 2 Program" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- v) Patient. "Patient" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. "Patient" includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- w) Privacy Incident. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- x) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The "Privacy Rule" means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) Protected Health Information. The capitalized term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501 and 160.103, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- aa) Qualified Service Organization. "Qualified service organization" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other

- professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
- ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
 - bb) Records. "Records" means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
 - cc) Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - dd) Security Rule. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
 - ee) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.
 - ff) Substance Use Disorder. "Substance Use Disorder" or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
 - gg) Third-Party Payer. "Third party payer" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.
 - hh) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
 - ii) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
 - jj) Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).
 - kk) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:
 - a) **Functions and Activities on County's Behalf.** Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3. However, Provider's data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - b) **Business Associate's Operations.** Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
 - c) **Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders.** Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County

also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

C. Compliance with Standard Transactions.

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to the County. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the County.
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy the County's obligations

under 45 CFR 164.526; any request by County to amend such information will be completed by Provider within 15 business days of County's request.

3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.
4. Except for data aggregation or management and administrative activities of Provider, the County shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the County.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, within ten business days amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the County.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to the County. In the event County directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
5. **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment

for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.

6. **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
7. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
8. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. Breach of Privacy Obligations.

1. **Breach.** For purposes of this Section, any reference to "Provider" shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a "breach" of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.
2. **Reporting.**
 - a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to the County's Attorney's Office not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and

- vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.

3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
 - iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. Indemnity.

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding

that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

H. Sanctions

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

I. 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. If to County, to:

Attn: John Pugleasa
Houston County Human Services Director
304 South Marshal Street
Caledonia, MN 55921
John.pugleasa@co.houston.mn.us

B. If to Business Associate, to:

Attn: Bill Spitzer
Semcac
204 South Elm Street, PO Box 549
Rushford, MN 55971
bill.spitzer@semcac.org

J. Amendments and Waiver.

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.

L. Conflicts.

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

In light of the mutual agreement and understanding described above, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: Jennifer Hengel
Name: Jennifer Hengel
Title: Executive Director
Date: 1/16/2025

COUNTY OF HOUSTON

By: [Signature]
Name: John Fuglestad
Title: Director
Date: 1/15/2025



Date: February 13, 2025

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: Accept Dayna Burtness's resignation from the Economic Development Authority Board of Directors. Thank her for her many years of service to the County serving on the EDA board.

Recommendation: The EDA Board of Directors passed a motion on February 5, 2025 to accept Dayna Burtness's resignation from the Economic Development Authority (EDA) Board of Directors. The board thanked her for her many years of service serving Houston County on the board. The motion passed unanimously.

Action Required: A motion made by the Board of Commissioners accepting a resignation from Dayna Burtness.



Date: February 13, 2025

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: Appointing EDA Board member

Recommendation: The EDA Board of Directors passed a unanimous motion on February 5, 2025 to recommend that the Houston County Commissioners appoint Sandra Solum to the EDA board effective 2/18/2025 and expiring 2/18/2028.

Action Required: Appoint Sandra Solum to the Economic Development Board effective 2/18/2025 (three year term).

**HOUSTON COUNTY
AGENDA REQUEST
February 18, 2025**

Date Submitted: February 13, 2025

By: Carol Lapham Administrator-Interim

ACTION REQUESTS

- **Discuss, revise, and approve the 2025 Committee List with possible changes to the per diem schedule.**
- **Labor Negotiations – Closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#) with action to follow.**
- **Discussion and possible action regarding County Recorder position.**

CC:

<input type="checkbox"/> Auditor/Treasurer	<input type="checkbox"/> Sheriff
<input type="checkbox"/> Admin/Finance Director	<input type="checkbox"/> Engineer
<input type="checkbox"/> IS Director	<input type="checkbox"/> Personnel
<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Recorder
<input type="checkbox"/> Environmental Svcs	

2025 Board Committee Assignments

Committee	D1. Wright	D2. Johnson	D3. Zehnder	D4. Schuldt	D5. Myhre
Community Services Standing Committee	X		X		
Land Use/Public Works Standing Committee		X		X	
Finance Standing Committee	X		X		
Personnel/Negotiating Committee					X
ADA Compliance Committee	X	X			
Airport Commission			X		X
Canvassing Board (TBD-2 not up for election)					
Child Mortality Review Team	X				
Courthouse Closure in Emergency/Committee		X			
HCJC & Safety Committee			X	A	
Parks Committee				X	X
Planning Commission		X			A
AMC District IX Committee - Environmental and Natural Resources		X			
AMC District IX Committee - Transportation				X	
AMC District IX Committee - Human Services	X				
AMC District IX Committee - General Government					X
AMC District IX Committee - Public Safety			X		
AMC Delegate Assembly	X	X	X	X	X
Bear Creek Watershed Committee					X
Bluff Country MN Multi-County Housing and Redevelopment Authority (JPC)	X				
Board of Health (JPC w/Fillmore Co)	X	X	X	X	X
CHS Advisory Committee - aka Nursing Task Force	X				
Community Health Services Delegate (SCHSAC)	X				
Economic Development Authority Board	X	X			
Extension Committee		X			X
Family Services Collaborative (JPC) - Governing Council	X				
Hiawatha Valley Mental Health Center Board	X		A		
Jail/Operations Review			X	X	
La Crosse County Solid Waste Policy Board	A			X	
MCIT Voting Delegate		X		A	
One Watershed, One Plan		X			A
Southeastern MN Emergency Medical (JPC)				X	
Southeast MN Regional Emergency Communications Board (JPC)			X	A	
SELCO Board of Directors	X	A			
Semcac		A			
Southern MN Tourism Association (SMTA)	X				
7 Rivers Alliance	X	X	X	X	X
SMART (TRAILS)	X	A			
Township Officers Association				X	X
Workforce Development	X				
Soil & Water - WINLAC	X			A	

Auditor Warrants 2025/02/06

Lynn Colsch

Thu 2/13/2025 11:26 AM

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

REVIEW LICENSE CENTER PAYMENTS

2025/02/06 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
DELTA DENTAL	6,843.50
HEINTZ BADGER VALLEY FARM LLC	62,077.17
HOUSTON COUNTY TREASURER	5,183.07
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,170.00
MEDICA	243,743.08
MN LIFE INSURANCE COMPANY	2,607.39
SAXON FLEET SERVICES	47,533.00
	396,157.21
6 VENDORS PAID LESS THAN \$2000.00	2,749.41
	398,906.62

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825

Commissioner Warrants 2025/02/18

Lynn Colsch

Thu 2/13/2025 11:55 AM

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

Cc: Carol Lapham <Carol.Lapham@co.houston.mn.us>; Eliana Babinski <Eliana.Babinski@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2025/02/18 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,214.39
ACENTEK	4,460.04
ADVANCED CORRECTIONAL HEALTHCAR	17,886.65
ASSN OF MN COUNTIES	1,713.00
CALEDONIA OIL CO INC	4,935.00
CALEDONIA/CITY OF	13,371.24
CELLMATE FOOD SOLUTIONS INC	2,524.04
COMPUTER FORENSIC SERVICES LLC	48,301.41
CONSOLIDATED ENERGY COMPANY	4,305.00
FITTING BROTHERS	17,600.00
HOKAH CO-OP OIL ASSN	4,069.55
HOUSTON COUNTY TREASURER	2,241.35
HOUSTON COUNTY TREASURER	20,979.13
HOUSTON COUNTY TREASURER	42,514.59
INTERSTATE BILLING SERVICES	4,093.36
LA FLEUR LAW OFFICE LLC	13,320.00
MASTER'S TOUCH INC/THE	15,469.11
MIENERGY COOPERATIVE	2,525.92
MINNESOTA ENERGY RESOURCES	11,627.30
MN STATE TREASURER	3,413.00
NUSS TRUCK & EQUIPMENT	161,604.65
OFFICE OF MNIT SERVICES	2,336.15
RICHARD'S SANITATION LLC	16,435.86
SCHNEIDER CORPORATION/THE	56,067.00
SKYLINE SALT SOLUTIONS	42,419.16
SOUTHEAST MN PUBLIC INTEREST	7,980.00
WEX BANK	7,159.66
WINONA CONTROLS INC	2,736.32
	<hr/> 534,302.88
59 VENDORS PAID LESS THAN \$2000.00	24,664.82
	<hr/> 558,967.70
PUBLIC HEALTH & HUMAN SERVICES	247,616.41

806,584.11

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921

Phone 507-725-5825