

**HOUSTON COUNTY BOARD OF COMMISSIONERS
ORGANIZATIONAL SESSION
AGENDA
February 12, 2019**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

APPROVE AGENDA

APPROVE MINUTES (22 Jan Board Meeting, 29 Jan and 5 Feb Workgroup Sessions)

PUBLIC COMMENT

APPOINTMENTS

09:35 Administrator Babinski – Consent Agenda

CONSENT AGENDA (Items considered routine and will be enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements
- 2) Adopt Resolution 19-xx, Authorization to Execute Minnesota DoT Grant Agreement for Airport Improvement Excluding Land Acquisition
- 3) Adopt Resolution 19-xx, Authorization to Accept Grant Agreement to State Transportation Fund (Local Bridge Replacement Program) for Project SAP 028-604-036
- 4) Approve 2019 Contract with Hiawatha Valley Mental Health Center for mental health services
- 5) Approve 2019 Contract with ABC Woodland for community and center based supported employment for adults with disabilities
- 6) Approve 2019 Agreement for Regional Contract Management
- 7) Approve 2019-2020 CREST Initiative Cooperative Agreement for regional participation
- 8) Approve 2019-2020 Adult and Children's Mobile Crisis Grant Cooperative Agreement participation
- 9) Approve Foster Care School Transportation agreements with County School Districts (Caledonia, Houston, La Crescent-Hokah, Spring Grove)
- 10) Affirm personnel actions
 - Accept the retirement of Doreen Denstad, Accounting Clerk, B-23, effective May 2, 2019, with thanks to Dori for her dedicated 39 years of service to the residents of Houston County.
 - Approve a competitive search for an Accounting Clerk, B-23.
 - Approve the reassignment of Audrey Staggemeyer, from Dietician C-41, to probationary status, Health Educator, C-42, Step 7 at a salary based on an hourly equivalent of \$29.49, effective February 19, 2019.
 - Accept the resignation of Lynnsey Standahl, Disability Services Social Worker, effective the end of the workday on February 26, 2019.
 - Approve a competitive search for a Social Worker, C-41.

09:40 Administrator Babinski – Action Items

ACTION ITEMS

- 1) Consider approving low bid for SAP 028-596-01, SAP 028-030-005 which includes the paving on CSAH's 10, 20, 24 and CR 249 (Engineer Pogodzinski)
- 2) Consider approving Interim Use Permit application for Tricia Babinski, as recommended by the Planning Commission (Zoning Officer Lacher)
- 3) Consider approving EDA Revolving Loan Fund request for Red's Hometown Market in Spring Grove (EDA Wagner)
- 4) Consider approving EDA Revolving Loan Fund request from Klug Insurance Agency, LLC in Caledonia (EDA Wagner)
- 5) Consider approving Highway Department purchase of used loader

10:00 Public Hearing – ADA Transition Plan

10:30 Steve Sallee – Executive Director, Southeast Service Cooperative - Presentation on SSC programs

DISCUSSION ITEMS (No action will be taken on the following items)

- 1) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

13-14 Feb: AMC Legislative Conference
19 Feb: Workgroup Session
26 Feb: Board Meeting

Houston County Agenda Request Form

Date Submitted: January 22, 2019

BOARD DATE: February 12, 2019

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the state grant for the airport master plan study with the airport layout plan. The Federal part of this grant was approved August 21, 2018. This state grant will allow them to make payments and access the state funds.

Attachments/Documentation for the Board's Review:

Grant agreement attached.

Justification:

Action Requested:

Need attached resolution signed approving the signers of the grant and to have each individual sign.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

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

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation (“State”), and the **Houston County** (“Recipient”).

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project (“Project”) as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **12/31/2018**.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Airport Master Plan study with Airport Layout Plan	90%	5%	5%

3. The Project costs will not exceed **\$207,800.00**. The proportionate shares of the Project costs are: Federal: Committed **\$187,020.00**; State: **\$10,390.00**, and Recipient: **\$10,390.00**. This project is not expected to be completed this fiscal year. Any additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the “Project Engineer”) to oversee the Project work. If, with the State’s approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the “Project Engineer” will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

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

By: _____

Date: _____

SWIFT Purchase Order: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: Board Chair

Date: February 12, 2019

By: _____

Title: County Administrator

Date: February 12, 2019

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____

RESOLUTION NO. 19-XX
AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION

It is resolved by the **Houston County** as follows:

1. That the state of Minnesota Agreement No. **1032122**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A2801-31** at the **Houston County Airport** is accepted.
2. That the County Board Chairperson and the County Administrator are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
Houston County.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF HOUSTON

I certify that the above Resolution is a true and correct copy of the Resolution adopted by
the County of Houston
(Name of the Recipient)

at an authorized meeting held on the 12th day of February, 2019

as shown by the minutes of the meeting in my possession.

Signature: _____
Jeffrey L Babinski, County Administrator

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

Houston County
1124 East Washington Street
Caledonia, MN 55921

Contact: Brian Pogodzinski 507-725-3925

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one of more of the following activities in accordance with its grant application, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration. The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1. Grantee shall not use this grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$130,040.00.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Patti Loken,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3803
patti.loken@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Brian Pogodzinski,
Houston County Engineer
1124 East Washington Street
Caledonia, MN 55921
Office: 507-725-3925
brian.pogodzinski@co.houston.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The 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.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

- 16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 Additional Provisions**
- 18.1 Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project
- 18.2 E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By: _____

Title: Houston County Board Chairperson

Date: February 12, 2019

By: _____

Title: Houston County Administrator

Date: February 12, 2019

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A
SAP 028-604-036
SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$ <u>130,040.00</u>	Grant Funds:	
Other:		<u>Construction</u>	\$ <u>130,040.00</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ <u>130,040.00</u>	Subtotal	\$ <u>130,040.00</u>
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$	LBRP Grant Funds:	
Other:		<u>Construction</u>	\$ <u>249,882.61</u>
State Aid –Regular	\$ <u>249,882.61</u>		\$
Construction funds			\$
	\$		\$
	\$		\$
Subtotal	\$ <u>249,882.61</u>	Subtotal	\$ <u>249,882.61</u>
TOTAL FUNDS	\$ <u>379,922.61</u>	TOTAL PROJECT COSTS	\$ <u>379,922.61</u>



APPLICATION FOR BRIDGE FUNDS

State Transportation Fund Grants and Town Bridge Funds

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	SAP 028-604-036	Old Bridge Number	N/A																		
	New Bridge No.	28J59	Over	Bear Creek																		
	County of	Houston	Road or Street No.	CSAH 4																		
	Municipality of	N/A	Road or Street Name																			
	Township of	Spring Grove	Proposed Const Year	2017/2018																		
Eligibility	Bridge Sufficiency Rating <u>49.9 (4/8/16)</u> Is this bridge hydraulically deficient? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Adequacy Status from Structure Inventory <input checked="" type="checkbox"/> Structurally Deficient <input type="checkbox"/> Functionally Obsolete <input type="checkbox"/> Adequate Date of Council/Board action prioritizing this bridge <u>October 11, 2016</u> Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the bridge on a private approach and within the public right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
	Will completion of this project effectively eliminate a deficiency in the transportation system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No How many people are affected by this deficiency? <u>296</u> What is the ADT on this bridge? <u>296 (2017)</u> Describe the economic importance of replacing this bridge. <u>This existing structure can't be economically rehabilitated. The proposed work is the most economical option for maintaining access to residents and thru traffic.</u> Will this project adversely affect optimum land use or cause other planning concerns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have federal-aid funds been applied for on this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach additional sheets for explanation if necessary)																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Eligible Amount</th> <th style="text-align: center;">Ineligible Amount</th> </tr> </thead> <tbody> <tr> <td>Structure Costs</td> <td style="text-align: right;">\$ 241,000</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Approach Costs</td> <td style="text-align: right;">\$ 104,000</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Engineering Costs</td> <td style="text-align: right;">\$ 52,000</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Costs</td> <td style="text-align: right;">\$ 397,000</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$ 397,000</td> <td></td> </tr> </tbody> </table>					Eligible Amount	Ineligible Amount	Structure Costs	\$ 241,000	\$	Approach Costs	\$ 104,000	\$	Engineering Costs	\$ 52,000	\$	Total Costs	\$ 397,000	\$	Total Project Cost	\$ 397,000	
		Eligible Amount	Ineligible Amount																			
Structure Costs	\$ 241,000	\$																				
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Total Costs	\$ 397,000	\$																				
Total Project Cost	\$ 397,000																					
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> County/City Engineer </div> <div style="width: 45%; text-align: right;"> <u>5/15/17</u> Date </div> </div>																						
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION																					
	Replace _____ Defer _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">District State Aid Engineer Signature</div> <div style="width: 40%;">Date</div> </div>																					
Approval	STATE AID USE ONLY		Federal-Aid	\$																		
			State-Aid	\$																		
			Local/Other	\$																		
	SR < 80 and FO or SD? <input type="checkbox"/> Yes <input type="checkbox"/> No		Town Bridge	\$																		
	OR		Unallocated Town Bridge	\$																		
	Hydraulically deficient? <input type="checkbox"/> Yes <input type="checkbox"/> No		State Bridge Funds	\$																		
			Total	\$																		

EXHIBIT C

SAP 028-604-036

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. 19-XX

**For Grant Agreement to State Transportation Fund
(Local Bridge Replacement Program)
Grant Terms and Conditions
SAP 028-604-036**

February 12, 2019

WHEREAS, Houston County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.28J59; and
WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and
WHEREAS, the amount of the grant has been determined to be \$ 130,040.00 by reason of the lowest responsible bid;
NOW THEREFORE, be it resolved that Houston County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 12, 2019.

WITNESS my hand and the seal of my office this 12th day of February 2019.

(SEAL)

Jeff Babinski, County Administrator

Houston County Agenda Request Form

Date Submitted: January 28, 2019

BOARD DATE: February 12, 2019

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the resolution to sign the MN/Dot grant agreement to accept State bridge funds for project SAP 028-604-036 in the amount of \$130,040.00.

Attachments/Documentation for the Board's Review:

Grant agreement attached.

Justification:

Action Requested:

Need attached resolution signed approving the signers of the grant and to have each individual sign.
County Board Chair and County Administrator.

For County Use Only			
<u>Reviewed by:</u>	County Auditor	County Attorney	Zoning Administrator
	Finance Director	County Engineer	Environmental Services
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

EXHIBIT C

RESOLUTION NO. 19-XX

**For Grant Agreement to State Transportation Fund
(Local Bridge Replacement Program)
Grant Terms and Conditions
SAP 028-604-036**

February 12, 2019

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*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 12, 2019.

WITNESS my hand and the seal of my office this 12th day of February 2019.

(SEAL)

Jeff Babinski, County 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: 2/7/2018

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

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

Issue:

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

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature.

Justification:

Action Requested:

Approve and sign contract.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	County Auditor	County Attorney	Zoning/Environmental Service
	Finance Director	County Engineer	HR/Personnel
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

PURCHASE OF SERVICE AGREEMENT
FOR MENTAL HEALTH SERVICES

The Houston County Board of Commissioners, 304 South Marshal Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and **Hiawatha Valley Mental Health Center**, 420 E Sarnia St, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2019 to December 31, 2019, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 22, Termination, paragraph a.

W I T N E S S E T H

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor according to county criteria to provide mental health services to persons; and

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties;

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the 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, Houston County and Provider agree as follows:

1. Purchase of Service:
 - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

Medical Evaluation & Management (New and Established Clients at all Levels)
Clinical Supervision

Residential Staff Support – Overnight

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center and/or locations as approved by Houston County.

2. Cost and Delivery of Purchased Services:

- a. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Houston County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide the Human Services Department with information about fees collected and the fee source.

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.

- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.
 - d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least twenty (20) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
 - e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.
4. Payment for Purchased Services:
- a. Certification of Expenditures:
The Provider shall, within fifteen (15) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to Houston County or the County of Financial Responsibility. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.
 - b. Payment for Purchased Services:
Houston County shall, within forty-five (45) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total compensation and reimbursement to Provider under this contract shall not exceed **sixty thousand dollars (\$60,000.00)**.
 - c. Advisory Council:
The County shall also compensate the Provider for mileage, supplies, postage and staff salary expenses for participation in mental health advisory council functions in an amount not to exceed **five hundred dollars (\$500.00)** based on invoices for actual expenses.

d. Waiver-Funded Services:

For services identified to be billed to the MA waiver instead of the County, Provider will follow standard waiver billing procedures and accept waiver funds as full payment.

5. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
 - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. Provider agrees to 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 the County.
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- d. The Provider agrees to inform the 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 of this Agreement, or any conviction that could result in federal exclusion.
- e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.

- f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- g. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**
- h. If a Houston County client 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.
- i. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

6. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the 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. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 7 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
 - ☒ The Provider agrees to report to the County **monthly** the Total Number of Program Participants and units of security service codes.
 - ☒ The Provider agrees to report to the County **annually** the Units of Service and Number of Clients by service code, by sex, race, ethnicity and age.

- ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- ☒ The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a **semi-annual** basis:
 - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
 - 2) The number of case management units of service provided to each client; and
 - 3) The date of birth, race, and sex of each client.
- ☒ The minutes of the Hiawatha Valley Board will be available, **upon request**, to the County.
- ☒ The Provider agrees with within one hundred and eighty (180) days of the close of its fiscal year an audit will be conducted by a qualified independent auditor. Upon completion of the audit, a copy of the audit report must be filed with the County. Houston County reserves the right to review audits in depth. If it is determined that a Provider's total equity balance is greater than twenty-five percent (25%) of the Provider's budget, County staff will meet with Provider staff to review the circumstances.
- ☐ (Other) _____

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within thirty (30) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 6.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the

Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.

- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the 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, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the 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 the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

7. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Puleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.puleasa@co.houston.mn.us
- b. The Provider: Jenny Klinger
Hiawatha Valley Mental Health Center
420 E Sarnia St
Winona, MN 55987
JennyK@hvmhc.org

8. 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, the Provider shall immediately give notice in accordance with Section 7. 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 the 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, section 626.556.
- 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.

9. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the 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 (d) shall be Julie Hanson.
- e. The Provider agrees to defend, indemnify, and save and hold the 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.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Houston County Human Services Department (HCHS), 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 HCHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

10. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees 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 and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the 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 the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

11. 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.

12. 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 Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the

date of receipt of such copy, the Provider furnishes to the Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of 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, the 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, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

13. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

14. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County 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 the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the 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 the 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 the 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. The County does not intend to waive any immunity it may have by statute or common law.

15. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the 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. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, and the Bonding/Theft Coverage Form, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 15 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

16. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston 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, the 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 10 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) 725-5886.

17. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 20 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the 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 the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the 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.

18. 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. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees,

agents, and representatives be considered employees, agents, and representatives of the County.

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

19. Subcontracting:

The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County; and then only subject to any conditions the County may deem necessary.

20. Modification of Agreement:

- a. 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.
- b. It is understood and agreed that this Agreement shall be automatically extended an additional period up to sixty (60) days from the date of the Agreement in the event a new agreement between the parties is desired but not entered into prior to the expiration date contained in this Agreement. In the event this Agreement is extended pursuant to this paragraph, any change in fees contained in the subsequent agreement may be made retroactive to the expiration date of this Agreement.

21. Default:

- c. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- d. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 7, 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, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- e. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- f. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 21(a) 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 the County;
 - 5) Failing to perform any other material provision of this Agreement.
- g. Default by County Unless cured or excused by the Force Majeure provision in Section 21(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- h. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which

default, failure or breach occurs, 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, specifying the particular event, series of events or failure constituting the default and cure period.

- i. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

22. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Human Services Department
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the 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 Section 21(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail 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 Section 7.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients 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, and except as otherwise provided, County:
- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the 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 of the Community Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, 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, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.
23. Contract Rights, Remedies, and Waiver:
- a. The rights and remedies of the 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 the County, and attached to the original Agreement.
24. 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 the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

25. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25 and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

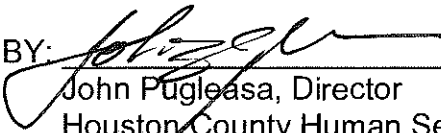
APPROVED AS TO FORM AND EXECUTION:

BY: 
Houston County Attorney

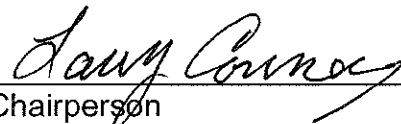
DATED: 1-26-19

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 
John Puleasa, Director
Houston County Human Services

DATED: 1/9/19

BY: 
Chairperson
Hiawatha Valley Mental Health Center

DATED: 1-18-19

BY: 
Jenny Klinger, Interim Executive Director
Hiawatha Valley Mental Health Center

DATED: 1-11-19

**HIAWATHA VALLEY MENTAL HEALTH CENTER
COUNTY SERVICE RATES - 2018**

MENTAL HEALTH	BRASS #	CPT #	UNIT	CONTRACTED RATE / LEVEL		
				MD	PhD	MS, BS
Assessment	4080	90791	Session	\$ 435.00	\$ 372.00	\$ 339.00
Medical Evaluation & Management (New Client)	4540		Session			
Level 1		99201		\$ 78.00		
Level 2		99202		\$ 157.00		
Level 3		99203		\$ 235.00		
Level 4		99204		\$ 313.00		
Level 5		99205		\$ 391.00		
Medical Evaluation & Management (Estab. Client)	4540		Session			
Level 1		99211		\$ 32.00		
Level 2		99212		\$ 64.00		
Level 3		99213		\$ 96.00		
Level 4		99214		\$ 255.00		
Level 5		99215		\$ 383.00		
Emergency Service	4510		Hour	\$ 229.00	\$ 137.00	\$ 119.00
Individual Therapy	4520	908xx	Hour	\$ 315.00	\$ 212.00	\$ 192.00
Family Therapy	4520	90847	Hour	\$ 315.00	\$ 212.00	\$ 192.00
Mental Health Group	4520	90853	Session			\$ 85.00
Psychological Testing	4080	96101	Hour		\$ 410.00	\$ 349.00
SUBSTANCE ABUSE						
Assessment	3050	90791	Session			\$ 266.00
Individual Therapy	3360	908xx	Hour			\$ 79.00
Rule 25 Assessment	3051		Session			\$ 165.00
Substance Abuse Group	3520	90853	Hour			\$ 38.00
ARMHS						
Rehab Basic Skills	4345	H2017	15 Min			\$ 18.00
Rehab Group	4345	H2017	Hour			\$ 70.00
Travel	4345	H0046	1 Min			\$ 1.00
ADULT COMMUNITY SUPPORT						
Adult CSP	4345		15 Min			\$ 16.50
Independent Living Skills (ILS)	4345		15 Min			\$ 9.00
Travel	4345		1 Min			\$ 1.00
Medication Clinic	4345		Month			\$ 4,296.00
PEER SPECIALIST SERVICES						
Self-Help / Peer Services - Level 1	4345	H0038	15 Min			\$ 12.00
Self-Help / Peer Services - Level 2	4345	H0038	15 Min			\$ 13.50
Self-Help / Peer Services - Group	4345	H0038	15 Min			\$ 6.00
RESIDENTIAL						
Staff Support - Overnight - Bluffview	4345		Month			\$ 266.30
Staff Support - Overnight - Bluffview	4345		Day			\$ 8.76
Staff Support - Overnight - Other Residentials	4345		Month			\$ 160.68
Staff Support - Overnight - Other Residentials	4345		Day			\$ 5.28
CHILD CASE MANAGEMENT						
Child Case Management (Winona)	4900	T2023	Month			\$ 602.00
Child Case Management (Winona) - non-MA	4920		Month			\$ 602.00
Child Case Management (Fillmore)	4900		Month			\$ 661.50
Child Case Management (Fillmore) - non-MA	4920		Month			\$ 661.50
ADULT CASE MANAGEMENT						
Adult Case Management	4910	T2023	Month			\$ 414.00
Adult Case Management - non-MA	4930		Month			\$ 414.00
OTHER						
Clinical Supervision			Hour			\$ 125.00
Community Education	4020		Hour			\$ 88.00
Telemedicine Connectivity			Quarter			\$ 112.50

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 **Hiawatha Valley Mental Health Center** ("Provider") for the period of **January 1, 2019** through **December 31, 2019**.

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 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) 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.
 - b) Chemical Health Records. "Chemical Health Records" as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
 - c) Confidential Data. "Confidential Data as defined in Minnesota § 13.02, subd. 3.
 - d) 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.
 - e) Electronic Health Records. "Electronic Health Records" as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - f) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - g) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h) Medical Data. "Medical Data as governed by Minnesota Statute § 13.384.
 - i) 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.
 - j) 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.
 - k) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
 - l) 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, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
 - m) 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.
 - n) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.

- o) 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.
 - 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.
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;
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;
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.

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, promptly 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.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) **Disclosure Tracking.** Effective April 14, 2003, 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.
 - b) **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.
 - c) **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).
4. **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.
5. **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 County's Legal Department 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. **Amendment to Agreement.**

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.

J. **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 WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

County of Houston

By: [Signature]
Title: 1/9/19
Date: Director

Hiawatha Valley Mental Health Center

By: Jennifer Klinger
Title: Interim Executive Director
Date: 1-11-19

PROVIDER AGENCY ACKNOWLEDGEMENT

Houston County recognizes that Provider Agencies who are currently providing Rule 25 assessments for Houston County under a Memo of Understanding, may have a financial interest in the process. Houston County is partnering with these same Agencies under exception B of Rule 9530.6610 subpart 3. Reasons for requesting and acknowledging the exception include the following: Houston County is unable to provide these Rule 25 assessments in as timely a fashion as the current legislation requires, irrespective of who completes the Rule 25 assessment with the client, Houston County retains the placing authority for that client.

As a provider agency for Rule 25 assessments, I, as director/owner:

INITIAL:

- JK 1) Shall follow policies and procedures listed in this Memorandum of Understanding
- JK 2) Shall assure that persons in my agency who conduct the Rule 25 assessments meet the state requirements for Rule 25 assessors.
- JK 3) Assure that my provider agency will maintain documentation of their continued eligibility. This information is available to Houston County or the State of Minnesota at any time.

Director/Owner Name: Larry Bruner

Agency Name: Hiawatha Valley Mental Health Center

Date: 1-18-19

Assessors Name (s): * Please include only those assessors you intend to use to conduct the Rule 25 assessments. Include their credentials with this signed agreement. If you add additional assessors, please contact Houston County and provide them with the name and a copy of their credentials for our files.

Carrie Swenson, LADC

Jennifer Dieck, LADC

Ted Barthel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HOUSTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES
AND HIAWATHA VALLEY MENTAL HEALTH CENTER
2019**

This memorandum of understanding is between Houston County Public Health and Human Services, hereafter referred to as the "County" and Hiawatha Valley Mental Health Center, 420 E Sarnia St, Winona, MN 55987, hereafter referred to as the "Provider".

I. STATEMENT OF PURPOSE

The purpose of this memorandum of understanding is to outline the process for completion of Rule 25 assessments on behalf of Houston County.

II. REFERRAL

- A. The County will ensure determination of R24 financial eligibility.
- B. The County will provide client with an authorization number indicating they are eligible for a Rule 25 assessment.
- C. The County will provide to clients a list of qualified Rule 25 assessment providers to schedule their own Rule 25 assessment.
- D. The client must call Provider within ten (10) days of authorization for authorization to be valid.
- E. Client will present authorization to Provider at scheduled Rule 25 assessment.

III. SERVICE

- A. The Provider will conduct a Rule 25 assessment in accordance with Minnesota Rules, 9530.6600-9530.6655 at the Provider's place of business, or at a place otherwise approved by the County.
- B. Upon receiving the scheduling call from the client, Provider has ten (10) business days to conduct their Rule 25 assessment.
- C. The Provider will submit each Rule 25 assessment and all relevant documentation within seven (7) business days to the County. Complete documentation includes:
 - 1) Rule 25 Assessment Tool (DHS-5204-ENG)
 - 2) Assessment and Placement Summary Form (DHS-2794-ENG)
 - 3) Olmsted County Release of Information signed by the client
 - 4) Olmsted County Notice of Privacy Practices signed by the client
 - 5) State Appeal Notice
 - 6) Client Placement Authorization (CPA) (DHS-2780-ENG)
 - 7) Provider Agency Release of Information for collateral contacts
- D. The County reviews the assessment and makes a treatment decision within three (3) business days of receipt of the assessment documentation.

IV. PROCESS MEASURES

- A. The Provider conducts rule 25 assessments directly; no client may self-administer.
- B. All required assessment/documentation submitted to the County for final approval must be complete, accurate and legible.
- C. Provider shall maintain originals of all paperwork submitted until client is placed by the placement team. Upon client placement, Provider may destroy the originals, unless client is receiving treatment services at the provider agency.

- D. A quality assurance review is performed on all assessment materials submitted for approval. If there are issues or concerns, a member of the review team will contact the Provider to discuss them. If the information submitted is insufficient or incomplete the Provider may be asked to provide additional documentation or the assessment may be returned for completion.
- E. No specific recommendations/treatment services should be offered or arranged for until the placement review team at the County has authorized or offered specific services.
- F. Provider must inform the client that the County, as the final placing authority, will approve all requests before services begin in order for services to be covered.
- G. Any Provider with continued or repeated performance issues or poor-quality assessments may be prohibited from completing Rule 25 assessments on behalf of the County.

V. PAYMENT

- A. Payment from the County is limited to \$165.00 per Rule 25 assessment.
- B. Payment will not occur if Provider does not comply with required timelines and documentation.
- C. Provider submits an invoice to the County, within thirty (30) days following the last day of each calendar month, on a form acceptable to the County. Submit invoices to Doreen Denstad, Accounting Technician at the address below:

Doreen Denstad
Accounting Technician
Houston County Public Health & Human Services
304 S Marshall St, Room 104
Caledonia MN 55921
- D. The invoice must list all Rule 25 assessments performed for individuals who provided a County issued authorization code. The invoice must include the following information:
 - 1) Assessor name
 - 2) Client name
 - 3) Authorization code
 - 4) Assessment date
 - 5) All original CPA forms signed by clients
- E. The county shall, within thirty (30) days of the receipt of the invoice make payment to the Provider for clients identified on the invoice as eligible for payment.
- F. In the case of a good faith dispute of any charges, payment will be withheld pending clarification and resolution of the disputed amounts.

VI. STANDARDS

- A. Provider must assure that their assessors meet DHS Rule 25 requirements to conduct assessments on behalf of the County. All required documentation must be on file at the County.
- B. The County will not authorize individual assessors who do not have a current LADC, supervisor level according to 245G.11 Subd. 4. Provider will complete the "Provider Agency Acknowledgment" form annually and submit to the County along with updates of licenses before December of each year.
- C. No client can be denied their legal right to an assessment even if it appears they are not appropriate for the services offered by Provider. The County will make every

effort to direct persons seeking assessment to the most appropriate site where it appears they may be eligible for services.

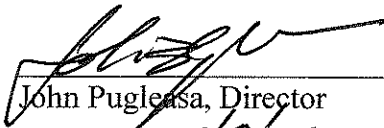
- D. The County and the Provider recognize that the Provider may have a financial interest in the process. The County is partnering with the Provider under exception B of Rule 9530.6610 subpart 3. Reasons for requesting and acknowledging the exception include the following:
- 1) The County is unable to provide these Rule 25 assessments in as timely a fashion as the current legislation requires and
 - 2) Irrespective of who completes the Rule 25 assessment with the client, the County retains the placing authority for that client.
- E. To avoid a conflict of interest, Provider agrees to refrain from using the Rule 25 assessment process as a method to promote their business or the business of others.

This agreement is effective upon date signed.

Approved and Accepted for:


HOUSTON COUNTY

HIAWATHA VALLEY MHC



John Pugliese, Director
1/9/19

Date



Chairperson HVMHC
1-18-19

Date

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: 2/7/2018

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

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

Issue:

Review and approve Ability Building Center (ABC) Woodland contract. This contract provides community and center based supported employment and associated transportation for adults with disabilities.

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature.

Justification:

Action Requested:

Approve and sign contract.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	County Auditor	County Attorney	Zoning/Environmental Service
	Finance Director	County Engineer	HR/Personnel
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshal Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and **Ability Building Center, Incorporated**, 1911 13th Street NW, Rochester, MN 55903 doing business as **ABC Woodland**, 521 Old Highway Drive, Caledonia, MN 55921, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2019 to December 31, 2019, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 24, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties;

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the 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, Houston County and Provider agree as follows:

1. Purchase of Service:

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase and the Provider agrees to furnish the following services:

BRASS CODES	SERVICE DESCRIPTION
4370/5380	Community Based Supported Employment
4370/5380	Center Based Supported Employment
4160/5160	Transportation

- b. Purchased Services will be provided at ABC offices, or in the community as appropriate.

2. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. Reimbursement shall be made on the basis of 100% of the

full cost of services to eligible clients. The unit cost for providing the services to reimbursement eligible clients is listed in Attachment A.

- b. The Provider shall provide paid holidays and may bill for clients participating in extended employment programs who are funded with Purchase of Service funds. Those clients funded by waived funds will not be eligible for paid holidays and the Provider will not be reimbursed by waived funds for paid holidays.
- c. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- d. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Houston County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
- e. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Human Services Department, with information about fees collected and the fee source.

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.

- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
 - e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.
4. Delivery of Care Services: (If Applicable)
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 clients.
 - c. When to end Purchased Services to an eligible client. Exception: when the client has an Individual Service Plan and/or Habilitation Plan which is monitored by a County case manager.
 - d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
5. Individual Service Plan: (If Applicable)
- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.
 - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
 - c. The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.

6. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:

Houston County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 2(a) above.

7. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. Provider agrees to 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 the County.
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- d. The Provider agrees to inform the 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 of this Agreement, or any conviction that could result in federal exclusion.
- e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
 - f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
 - g. The Provider agrees to comply with the Houston County Limited English Proficiency Plan. If a Houston County client 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.
 - h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the 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. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at ABC, 1911 13th Street NW, Rochester, MN 55903, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 9 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

- ☒ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
 - ☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
 - ☒ ☒ 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 Contract term.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
 - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
 - ☐ (Other) _____
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 8.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.

- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the 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, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the 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 the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

9. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Pugleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.pugleasa@co.houston.mn.us
- b. The Provider: Bruce Remme
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
bruce.remme@abcinc.org

10. 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, the Provider shall immediately give notice in accordance with Section 9. 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 the 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, section 626.556.

- 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.

11. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the 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 (d) shall be Bruce Remme.
- e. The Provider agrees to defend, indemnify, and save and hold the 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.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Houston County Human Services Department (HCHS), 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 HCHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this

Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees 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 and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the 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 the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

13. 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.

14. 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 Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of 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, the 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, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

15. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

16. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County 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 the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the 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 the 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 the 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. The County does not intend to waive any immunity it may have by statute or common law.

17. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the 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. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.

- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to an Houston County Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 17 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston 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, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston 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, the 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.

19. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 22 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in

writing by the County. Such approval must be considered a modification of the agreement.

- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the 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 the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the 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.

20. 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. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of

the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

21. Subcontracting:

The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County; and then only subject to any conditions the County may deem necessary.

22. 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.

23. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 9, 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, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole

discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 23(a) 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 the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 23(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, 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, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

24. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Human Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good

cause” includes, but is not limited to, failure of the 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 Section 23(g) of this Agreement.

- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail 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 Section 9.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients 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, and except as otherwise provided, County:
 - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the 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 of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or

continuation of services/care by another provider can be arranged by the County.

- 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
- 3) County, any payer, 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, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

25. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the 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 the County, and attached to the original Agreement.

26. 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 the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

27. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A - H. 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, Houston County and the Provider have executed this Agreement as of the day and year first written above:

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

APPROVED AS TO FORM AND EXECUTION:

BY: 
Houston County Attorney

DATED: 1-23-19

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 
Director
Houston County Human Services

DATED: 1/15/19

BY: 
Bruce Remme, Director
Ability Building Center, Inc. (ABC)

DATED: 1/17/19

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 **Ability Building Center, Inc. dba ABC Woodland** ("Provider") for the period of **January 1, 2019** through **December 31, 2019**.

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 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) 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.
 - b) Chemical Health Records. "Chemical Health Records" as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
 - c) Confidential Data. "Confidential Data as defined in Minnesota § 13.02, subd. 3.
 - d) 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.
 - e) Electronic Health Records. "Electronic Health Records" as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - f) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - g) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h) Medical Data. "Medical Data as governed by Minnesota Statute § 13.384.
 - i) 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.
 - j) 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.
 - k) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
 - l) 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, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
 - m) 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.
 - n) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.

- o) 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.
 - 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.
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;
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;
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.

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, promptly 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.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) **Disclosure Tracking.** Effective April 14, 2003, 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.
 - b) **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.
 - c) **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).
4. **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.
5. **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 County's Legal Department 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. **Amendment to Agreement.**

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.

J. **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 WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

County of Houston

By: [Signature]
Title: PHS/H's Director
Date: 1/15/19

Ability Building Center, Inc. dba ABC
Woodland

By: [Signature]
Title: Executive Dir - ABC
Date: 1/17/19

AGENCY NAME: Ability Building Center, Inc

CONTRACT TYPE: Purchase of Service - Houston County Human Services

CONTRACT MANAGER: Heidi Hankins (507) 725-5811 ext 1206

ACCOUNT TECHNICIAN: Doreen Denstad (507) 725-5811 ext 1218

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT	OBJECT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment - MH for Houston County clients	4370	11	741			*	\$20.00	day	PER SERVICE AGREEMENT** one client
Community Based Supported Employment - MH for Houston County clients	4370	11	741			*	\$7.14	per 15 min unit	PER SERVICE AGREEMENT**
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760			*	\$7.14	per 15 min unit	PER SERVICE AGREEMENT**
Center Based Employment - MH for Houston County clients	4370	11	741			*	\$8.22	partial day	PER SERVICE AGREEMENT**
Center Based Employment - County Services for Houston County clients	5380	11	750/760			*	\$8.22	partial day	PER SERVICE AGREEMENT**
Center Based Employment - MH for Houston County clients	4370	11	741			*	\$9.24	day	PER SERVICE AGREEMENT**
Center Based Employment - County Services for Houston County clients	5380	11	750/760			*	\$9.24	day	PER SERVICE AGREEMENT**
Community Based Supported Employment - MH for Houston County clients	4370	11	741			*	\$13.70	day	PER SERVICE AGREEMENT**
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760			*	\$13.70	day	PER SERVICE AGREEMENT**
Transportation - MH	4160	11	741			*	*	*	PER SERVICE AGREEMENT**
Transportation - County Services	5160	11	750/760			*	*	*	PER SERVICE AGREEMENT**

* Not to exceed amounts indicated on Individual Service Agreements with Houston County Service total not to exceed \$44,289.98.

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

Invoices shall be sent for approval to:

Houston County Human Services

Attn: Doreen Denstad

304 S. Marshall Street

Caledonia, MN 55921

Actual payment for services will be provided by Houston County Human Services

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: 2/7/2018

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

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

Issue:

Review and approve regional contract management agreement. This agreement provides contract management and consistency across multiple contracts and providers in the region.

Attachments/Documentation for the Board's Review:

Copy of electronic agreement for review.

Justification:

Action Requested:

Approve agreement and authorize PH & HS Director to sign electronic agreement with Olmsted County.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>
	County Auditor	County Attorney	Zoning/Environmental Service
	Finance Director	County Engineer	HR/Personnel
	IS Director	Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

MEMORANDUM OF UNDERSTANDING REGION 10 CONTRACTING SERVICES

This memorandum of understanding effective January 1, 2019 through December 31, 2019, by and between the Participating Counties of Fillmore County, Freeborn County, Goodhue County, Houston County, Minnesota Prairie County Alliance, Mower County, Wabasha County, and Winona County and the Host County, Olmsted County, is as follows:

I. STATEMENT OF PURPOSE

The purpose of this memorandum of understanding is to clarify the roles and services provided by the Region 10 Contracting Unit to Participating Counties and Olmsted County's role in being the host county of the Region 10 Contracting Unit.

II. REGION 10 CONTRACTING UNIT COMPOSITION

The following positions, employed and supervised by Olmsted County, comprise the Region 10 Contracting Unit:

- Senior Contract Manager – 1 FTE
- Contract Manager – 1 FTE
- Senior Case Aide (Support) – .3 FTE

III. SCOPE OF SERVICES AND SPECIFIC DUTIES

The Region 10 Contracting Unit shall make available the following services to Participating Counties:

- Consultation on Human Services and Public Health Services contracts.
- Provision of information on Purchase of Service contracting standards.
- Recommend and implement uniform standards and procedures for contracting, including contract and application templates, regional policies, and Request for Proposals (RFPs).
- Facilitation and assistance with the implementation of contracts with new providers, and provide input and information to assist in negotiations/contract disputes with existing contracted providers.
- Development, implementation, and administration of Request for Proposals (RFPs)
- Attendance at meetings and site visits when requested by any Participating County.
- Provision of liaison services between DHS and MDH staff relating to Human Services and Public Health contracts, including those relating to Housing Support and Tier II, Tier III Agreements.
- Inform all Participating Counties of applicable contracting mandates, and providing alerts when changes are made.
- Attendance and participation at the Region 10 Wavier Lead meetings and other regional/state meetings relevant to contracting issues.


IV. FUNDING


Olmsted County shall develop a budget annually for Region 10 Contracting Services and provide it to the Participating Counties, along with a breakdown of the cost allocated to each Participating County. Each Participating County shall have 35 days in which to review, approve and allocate


funding in accordance with the funding breakdown. Attachment A to this MOU provides an example of the format that will be used and the cost allocations for calendar year 2019.


This memorandum of understanding is effective upon date signed. Any Participating County seeking to amend or cancel this MOU or modify the payment allocations outlined in the annual budget must provide notice to all of the other Participating Counties and Olmsted County and allow 90 days in which to review the request. Any changes to this MOU must be made via a written addendum signed by all counties listed below.


Approved and Accepted for:


DocuSigned by:

CC378D0BB0CE4E8...
Fillmore County
12/19/2018 | 11:30 AM CST
Dated

DocuSigned by:

FCAAACA5A623405...
Mower County
11/13/2018 | 1:58 PM CST
Dated

DocuSigned by:

AAE367AFC4AF428...
Freeborn County
1/2/2019 | 8:11 AM CST
Dated


DocuSigned by:

914D17609932406...
Wabasha County
11/20/2018 | 2:47 PM CST
Dated

DocuSigned by:

BDDCC885466E478...
Goodhue County
12/5/2018 | 12:04 PM CST
Dated

DocuSigned by:

B277781CE05F4D9...
Winona County
12/12/2018 | 2:25 PM CST
Dated

Houston County

Dated

DocuSigned by:

1A4A46CFB049489...
Olmsted County (Host County)
11/13/2018 | 1:39 PM CST
Dated

Minnesota Prairie County Alliance

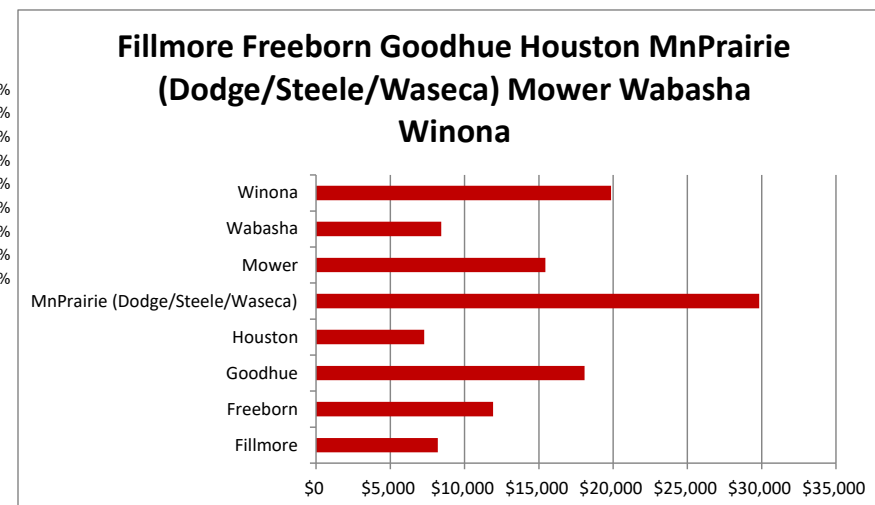
Dated

November 2019 proposal

Investment needed is \$102,277 for 1.18 F.T.E plus \$16,767 for fixed overhead costs, furniture, computer, hook up, etc.

<u>County</u>	<u>Population*</u>	<u>% share</u>	<u>2019 \$ share</u>	<u>Old Rate 2018</u>	<u>2019 Proposal Increase/(Decrease)</u>	
Fillmore	20,980	6.9%	\$8,190	\$7,946	\$244	3%
Freeborn	30,535	10.0%	\$11,920	\$11,518	\$402	3%
Goodhue	46,304	15.2%	\$18,075	\$17,658	\$417	2%
Houston	18,660	6.1%	\$7,284	\$7,118	\$166	2%
MnPrairie (Dodge/St	76,436	25.1%	\$29,837	\$28,836	\$1,001	3%
Mower	39,566	13.0%	\$15,445	\$14,816	\$629	4%
Wabasha	21,608	7.1%	\$8,435	\$8,048	\$387	5%
Winona	50,873	16.7%	\$19,859	\$19,274	\$585	3%
	304,962	100%	\$119,044	\$115,214	\$3,830	3%
Increase/(Decrease) for 2019			3,829.78			
New Annual Total for Region X			119,044			

New Annual Total for Olmsted County **\$158,553**



*US Census 7/1/2017 population estimates (<http://www.census.gov/quickfacts/table>)

This is as of July 1, 2017

Fillmore	20980	-
Freeborn	30535	-
Goodhue	46304	-
Houston	18660	-
Dodge	20762	76436
Waseca	18787	-
Steele	36887	-
Mower	39566	-
Wabasha	21608	-
Winona	50873	-

<https://www.census.gov/quickfacts/table>

**COOPERATIVE AGREEMENT
CREST INITIATIVE
2019-2020**

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

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

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

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

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

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

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

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

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into CREST for Calendar Years 2019 and 2020, from January 1, 2019 to December 31, 2020. The total of the State funded allocation for calendar years 2019 and 2020 is \$4,595,908.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of CREST related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of CREST may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$4,595,908.00 total.
4. CREST funds will be allocated as determined by the regional management team throughout the 8 participating CREST County agencies and reviewed quarterly.

5. If the State requests that allocated funds distributed through CREST be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive \$160,000.00 to act as fiscal host for these CREST funds. Fiscal host duties shall include, but are not limited to:
 - a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
 - b. Performing all CREST accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
 - a) All expenditures must be for services, or items necessary for the delivery of those services.
 - b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000 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), in accordance with the latest version of the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements Bulletin* and *Changes to DHS BRASS Manual for Calendar Year 2016-2017 Bulletin* for instruction.
 - e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
 - 2) Implement CREST-specific contracts with existing and potential providers of CREST-funded services.
 - 3) Ensure that the contracted providers are billing eligible insurance before accessing CREST grant funding.
 - 4) Ensure that participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over \$50,000.

- 5) Ensure that Participating Counties and contracted providers are completing all required data reporting, including the Adult AMHI Reporting Tool.
 - a) Participating Counties will complete and submit to Olmsted County on a quarterly basis the Adult AMHI Reporting Tool within 15 days of the end of the quarter.
7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
9. Each Participating County acknowledges that 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.
10. Participating Counties may audit records related to CREST and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
11. 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.

12. 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.
13. 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.
14. The term of this Agreement shall be from January 1, 2019 through December 31, 2020 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 15 below.
15. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing CREST-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

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

16. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services – Contracting Division, Attention: Jill Schmidt, 2117 Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management
17. Upon request, Olmsted County shall provide each Participating County with a copy of all of the fully signed Cooperative Agreements.
18. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations

not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF _____

By: _____
Title: Chairperson of the County Board

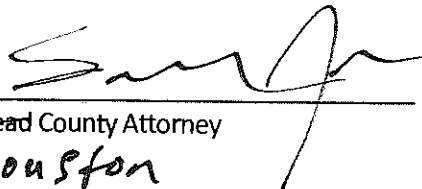
Dated: _____

ATTESTED TO:

By: _____
Title: County Administrator

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: 
Title: ~~Lead~~ County Attorney
Houston

Dated: 1-23-19

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: 2/7/2018

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

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

Issue:

Review and approve Adult and Children's Mobile Crisis Grant Cooperative Agreement. This regional agreement provides mobile mental health crisis response. It also includes maximum county contributions to stabilize this service which will also be used for match to attempt to capture mental health crisis center bonding dollars.

Attachments/Documentation for the Board's Review:

Two copies of agreement for review and signature.

Justification:

Action Requested:

Approve and sign agreement.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Auditor	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Attorney	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Zoning/Environmental Service
	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Finance Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Engineer	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> HR/Personnel
	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> IS Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> 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.

**COOPERATIVE AGREEMENT
ADULT & CHILDREN'S MOBILE CRISIS GRANT COOPERATIVE AGREEMENT
2019-2020**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance, Wabasha County, and Winona County ("Participating Counties") have agreed to integrate State financial resources into the CREST Initiative ("CREST"); and

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

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

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

WHEREAS, by integrating Rule 12 State Operated Services financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, in December 2013 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children's Mobile Crisis Services Grant ("Grant");

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 integrate the Mobile Crisis Grant (Grant) resources into CREST, from January 1, 2019 to December 31, 2020.
2. The Grant includes an ongoing amount of \$1,010,000.00 split evenly over the two years.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. In order to maintain that capacity when DHS has reduced the grant award, each Participating County has agreed to pay the amounts listed below to recoup the grant award reduction. Olmsted County will invoice each Participating County after July 1st of each year.

County	2019	2020
Fillmore	\$22,861	\$25,403
Goodhue	\$45,319	\$45,319
Houston	\$20,479	\$22,756
MNPrairie	\$96,943	\$120,560
Mower	\$42,628	\$47,368
Olmsted	\$166,649	\$185,180
Wabasha	\$20,654	\$20,654
Winona	\$49,467	\$49,467

If there is underspending from 2019, Participating Counties can carry that amount over and their 2020 invoice will reflect that. If there is underspending from 2020, Olmsted County will issue a refund prior to March of 2021.

4. Olmsted County will act as the fiscal host for the Grant and shall receive an administrative fee of \$45,000.00 each year to act as fiscal agent for the Grant.
5. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
6. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
7. Each Participating County authorizes Olmsted County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion and signature of any contracts, Olmsted County shall provide a copy to each Participating County upon request.
8. 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.
9. Olmsted County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Olmsted County until Olmsted County has received the funds from the grantor. Olmsted County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Olmsted County's normal accounts payable processes.
10. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation but staff absences or work load may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to CREST and Mobile Crisis and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the

requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
13. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
14. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
15. The term of this Agreement shall be from January 1, 2019 through December 31, 2020 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.
16. The Participating Counties may also terminate this Agreement effective upon mailing of 30 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing CREST-funded Rule 12 adult mental health services, which will require at least 60 days notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

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

17. Participating Counties shall individually sign and return this Agreement to Olmsted County Health, Housing and Human Services, Contract Management Unit, Attention: Jill Schmidt, 2117 Campus Drive S.E., Suite 200, Rochester, MN 55904.

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

COUNTY OF _____

By: _____
Title: Chairperson of the County Board

Dated: _____

ATTESTED TO:

By: _____
Title: County Administrator

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: 
Title: Lead County Attorney
1888+

Dated: 2-5-19

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: 2/7/2019

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

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

Issue:

Review and approve Foster Care School Transportation agreements with school districts in the county. These agreements address School District and County responsibility related to educational placement and transportation of Houston County children in foster care.

Attachments/Documentation for the Board's Review:

Copies of each agreement for review and signature.

Justification:

Action Requested:

Approve and sign agreements as presented.

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

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

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 299 – Caledonia Area Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #299
CALEDONIA AREA PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Craig Ihrke, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 294 – Houston Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #294
HOUSTON PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Krin Abraham, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 300 – La Crescent-Hokah Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
 - c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #300
LA CRESCENT-HOKAH PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Kevin Cardille, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 297 – Spring Grove Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **HCPH&HS** case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.

- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
 - e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
 - f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.
5. PAYMENT FOR SERVICES:
- a. Transportation services will be provided by the District and/or its contracted transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.
 - b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
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 - d. Payment shall be made within 35 days of receipt of the invoice.
 - e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

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To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

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The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF COMMISSIONERS

INDEPENDENT SCHOOL DISTRICT #297
SPRING GROVE PUBLIC SCHOOLS

BY: _____

Teresa Walter

Chairperson, Board of Commissioners

DATED: _____

BY: _____

Rachel Udstuen, Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____



HOUSTON COUNTY

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

Jeffrey L. Babinski, Houston County Administrator

February 7, 2019

TO: Houston County Board of Commissioners
RE: HR Actions

Pending approval of the Board, I have authorized the personnel actions listed below:

Public Health and Human Services

- Accept the Retirement of Doreen Denstad, Accounting Clerk, B-23, effective May 2, 2019 and thank Dori for her dedicated 39 years of service to the residents of Houston County.
- Approve a competitive search for an Accounting Clerk, B-23.
- Approve the reassignment of Audrey Staggemeyer, from Dietician C-41, to probationary status, Health Educator, C-42, Step 7 at a salary based on an hourly equivalent of \$29.49, effective February 19, 2019.
- Accept the resignation of Lynnsey Standahl, Disability Services Social Worker, effective the end of the work day on February 26, 2019.
- Approve a competitive search for a Social Worker, C41.

We are not filling the Dietician, C-41 position at this time, pending further analysis of staffing requirements by the Public Health and Human Services Department.

Respectfully,

A handwritten signature in blue ink, which appears to read "Jeff L. Babinski", is placed below the word "Respectfully,".

Jeffrey L. Babinski
Houston County Administrator

JLB:jlb

Houston County Agenda Request Form

Date Submitted: January 8, 2019

BOARD DATE: February 12, 2019

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to approve the low bid for SAP 028-596-01/SAP 028-030-005 which includes the paving on CSAH's 10, 20, 24 and CR 249.

Attachments/Documentation for the Board's Review:

Abstract for SAP 028-596-01/SAP 028-030-005 will be available the afternoon of February 4, 2019

Justification:

Action Requested:

Board approval to accept lowest responsible Bidder.

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

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

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: 4-Feb-19

Person requesting appointment with County Board: Aaron Lacher

Issue:

1) IUP for a Start Up Business (Coffee Roasting) approved by the Planning Commission for Tricia Babinski on 1-24-19.

Justification:

Action Requested:

Final Approval by the County Board. (Agenda, Hearing Notice, Board Packet and Findings are attached.)

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Tricia Babinski DATE: January 24, 2019

I.U.P. REQUESTED: Operate a Start-Up Business (Coffee Roasting) in an Agricultural Protection District.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

Section 11.05 of the Houston County Zoning Ordinance requires the following:

(SA = Staff Analysis)

Subdivision 1. Findings. The Planning Commission shall not recommend an interim use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: A coffee roasting enterprise adds diversity to the economic activities in the area. Section 0100.0505 Subd. 1 Goal 1 sets forth a goal of encouraging and promoting diversified economic development.

Robert Burns – Yes, Agrees with SA and applicant analysis.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: An Interim Use permit is necessary for the operation to be conducted commercially.

Robert Burns – Yes

Daniel Griffin – Yes, Agrees with SA, good use, good application.

Larry Hafner – Yes, Agrees with applicant analysis.

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: No impacts are anticipated.

Robert Burns – Yes, This is an inside business, no issues.

Daniel Griffin – Yes

Larry Hafner – Yes, Agrees with applicant analysis.

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: No impacts are anticipated.

Robert Burns – Yes, Same reasoning as #3.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: NA

6. That potential pollution hazards been addressed and that standards have been met.

Staff Analysis: The equipment and processes associated with the application have benign to marginal pollution impacts, more or less equivalent to those associated with a common household.

Robert Burns – Yes

Daniel Griffin – Yes, No impacts of pollution hazards.

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes, Agrees with SA very limited pollution hazards.

Fred Arnold – Yes, Agrees with applicant analysis.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: No additional infrastructure or modifications will be necessary.

Robert Burns – Yes, Agrees with SA. Business can grow, if growth creates access problems, this can be addressed in future renewal.

Daniel Griffin – Yes, Nothing more needed at this point.

Larry Hafner – Yes

Edward Hammell – Yes, plenty of parking and easy access.

James Wieser – Yes

Fred Arnold – Yes

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: Some retail sales will occur on site, the existing driveway is adequate.

Robert Burns – Yes, Any issues can be addressed with renewal.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: Associated traffic is limited to periodic delivery trucks. Limited retail sales will occur on site, the existing driveway is adequate.

Robert Burns – Yes
Daniel Griffin – Yes, Agrees with SA, limited retail sales.
Larry Hafner – Yes, Agrees with applicant analysis.
Edward Hammell – Yes
James Wieser – Yes
Fred Arnold – Yes

10. That the Interim Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: No impacts on the neighboring properties are anticipated.

Robert Burns – Yes
Daniel Griffin – Yes
Larry Hafner – Yes, Agrees with SA.
Edward Hammell – Yes
James Wieser – Yes
Fred Arnold – Yes

11. That the establishment of the Interim Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: No structural infrastructure is proposed.

Robert Burns – Yes
Daniel Griffin – Yes
Larry Hafner – Yes
Edward Hammell – Yes, Agrees with SA.
James Wieser – Yes, Agrees with SA.
Fred Arnold – Yes

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: No impacts are anticipated.

Robert Burns – Yes
Daniel Griffin – Yes, No impact on neighboring property.
Larry Hafner – Yes
Edward Hammell – Yes
James Wieser – Yes, Agrees with applicant analysis.
Fred Arnold – Yes

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: NA

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: The effect of the proposal is not anticipated to be greater than that of a typical farming operation or residence with a shop facility.

Robert Burns – Yes, Agrees with SA.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: No potential adverse effects to the public have been identified.

Robert Burns – Yes, There are recommendations to County Board to address any issues.

Daniel Griffin – Yes

Larry Hafner – Yes

Edward Hammell – Yes

James Wieser – Yes

Fred Arnold – Yes

Ed Hammell made the motion to recommend the Houston County Board approve the Interim Use application based on the conditions below. Larry Hafner seconded. Motion carried. The Findings will be submitted to the Houston County Board of Commissioners for their review.

CONDITIONS:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The permit shall be subject to renew at five year intervals. The renewal process shall be initiated by the Permittee, and may be done administratively. No public hearing is required for renewal unless it is determined by the Zoning Administrator or the County Board that a hearing is necessary. In the event it is determined that a hearing is necessary, the hearing will take place only after the Permittee submits an application to the County.
3. The permit shall expire if it is not renewed at or near five year intervals. The permit shall expire at such time that Jeffrey & Tricia Babinski no longer own AND maintain homestead status on the property described in the application (currently PID #02-0268-000).
4. Hours of operation shall not exceed Monday-Friday 8am-5pm. Saturday 9am-1pm, subject to administrative alteration.
5. The maximum number of employees working onsite shall not exceed 3 at any time, subject to administrative alteration.

**HOUSTON COUNTY BOARD OF ADJUSTMENT
AND PLANNING COMMISSION AGENDA
Thursday, January 24, 2019**

(Public hearings are in the Houston County Commissioner's Room)

BOARD OF ADJUSTMENT MEETING

Approve Agenda
Approve Minutes from November 7, 2018
Elect Chair and Vice Chair for 2019

VARIANCE HEARINGS:

- 6:00 p.m. ***Jacob and Erin Lampert – Caledonia Township***
Variance of 24 feet to meet the required 65 foot setback from a township road to build an addition on an existing house.
- 6:30 p.m. ***Peter and Pamela Orr - Yucatan Township***
Variance of 45 feet to meet the required 50 foot setback from the north property line for an existing shed.

PLANNING COMMISSION MEETING

Approve Agenda
Approve Minutes from December 13, 2018
Elect Chair and Vice Chair for 2019

INTERIM USE HEARING:

- 7:00 p.m. ***Tricia Babinski – Brownsville Township***
Operate a coffee roasting business as a Start-Up Business.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Tricia Babinski, 13067 Crazy Corners Road, Caledonia, MN 55921, for an Interim Use Permit for a Start-up Business (Coffee Roasting Business) in an Agricultural Protection District (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 10) in Brownsville Township on following premises, to-wit:

That part of the fractional Northwest Quart of the Northwest Quarter of Section 7, Township 102 North, Range 4 West, Houston County, Minnesota. (Parcel #02.0268.000)

Said applicant standing and making application is as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota, 55921 at 7:00 p.m. on Thursday, January 24, 2019. All persons having an interest in the matter will be given the opportunity to be heard relative to the granting or denying of said application.

HOUSTON COUNTY PLANNING COMMISSION

By Aaron Lacher
Zoning Administrator

ADV: January 9, 2019



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



STAFF REPORT

1/2/2019

Hearing Date: 1/24/2019
Petitioner: Tricia Babinski
Reviewer: Aaron Lacher
Zoning: Ag Protection
Address: 13067 Crazy Corners Rd
Township: Brownsville
Parcel Number: 020268000
Submitted Materials: IUP Application

OVERVIEW

REQUEST

An Interim Use Permit for a start-up coffee roasting business is requested.

SUMMARY OF NOTEWORTHY TOPICS

Start-up businesses are a codified Interim Use in the agricultural district requiring the following:

1. The business must be located on the homesteaded property of the business owner.
2. The business shall be compatible with the neighborhood, and not create a nuisance.
3. The business may be permitted through an IUP and shall be renewable for a period of five (5) years upon written application to the Zoning Administrator and with the concurrence of the Planning Commission and County Board of Commissioners. However, upon determination by the Zoning Administrator, or the County Board, that the operation is in violation of the provisions of the IUP or other County Ordinances, a hearing may be held to review the existence of any alleged violations.
4. At the time of expiration of permit, all business activities must end, and business related vehicles, equipment, and materials must have been removed from the property.
5. The permit is not transferable.
6. The business is located on a minimum of 1 acre.
7. Days and hours of operation shall be determined by the County Board.
8. The maximum number of employees (FTE) working on-site shall be determined by the County Board.
9. There may be no more than one non-illuminated business sign totaling not more than 12 square feet on the premises.
10. Excessive noise, glare, odors, traffic or other nuisances may be justification for the County Board to revoke or modify the terms of the Interim Use Permit.
11. The applicant and/or property owner shall permit the County to inspect the property at any time.

The Applicants have been made aware of these standards, and there is no indication that they do not or could not be complied with.

No new structures or additions are proposed as part of the application. A cut sheet for the proposed roaster is enclosed. The applicant provided the following description of the roasting process:

I buy green coffee beans from people in the US that have already done the importing. I weigh it out to specific batch size and after the roaster is properly heated dump in the beans. After about 15 minutes tumbling and cooking in the roasting machine they are dumped out to cool. That's the roasting process simplified. Roasted beans are sold in 12oz bags either whole bean or ground to customers specifics.

Review of the parcel revealed noncompliance with property line setbacks (figure 1). Current practice has been to withhold permits from noncompliant parcels, however the recommendation is not to do so in this case due to previous permitting actions by the zoning office.



Figure 1

The parcel was created by an illegal split occurring in 1973 that separated the previous farm house from several outbuildings without providing for the required structure setback from the newly created property line. Nine owners have owned the property since that time, and multiple permits have been granted. In 2009 a zoning permit was issued for two additions to an existing shed. In 2010, a variance was granted which reduced the setbacks from a property line and from a feedlot for the now constructed house by 45' and 1,160' respectively. That same year a zoning permit for the house was issued. Nothing in the files indicates the previous split was a consideration in these permitting decisions.

In 2016 a zoning permit was issued for the replacement of an existing shed on the existing footprint. The previous split was considered as part of the permit review, however the review errantly concluded that the parcel was a lot of record, and the permit was issued. Deeds and records supporting this conclusion (enclosed) and a memo explaining the decision (enclosed) were placed in the file at the time. It has since

been discovered that the review was incomplete, that this conclusion was in error, and that the parcel is not a lot of record but rather was created by a 1973 parcel split. Because this error was manifest not merely as an opinion of the zoning administrator regarding compliance, but was associated with a permitting action that included documented review of the past splits, the zoning office has elected not to withhold future permits from this parcel.

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Brownsville Township and the ten closest property owners were notified. No comments were received.

SITE CHARACTERISTICS

The site is atop a ridge in Brownsville Township. Three neighboring residences are located within a ½ mile radius, with the closest being approximately 500' west of the proposed business site (figure 2). Several agricultural buildings are present just to the south of the parcel on the parent parcel, where a pasture operation is conducted.

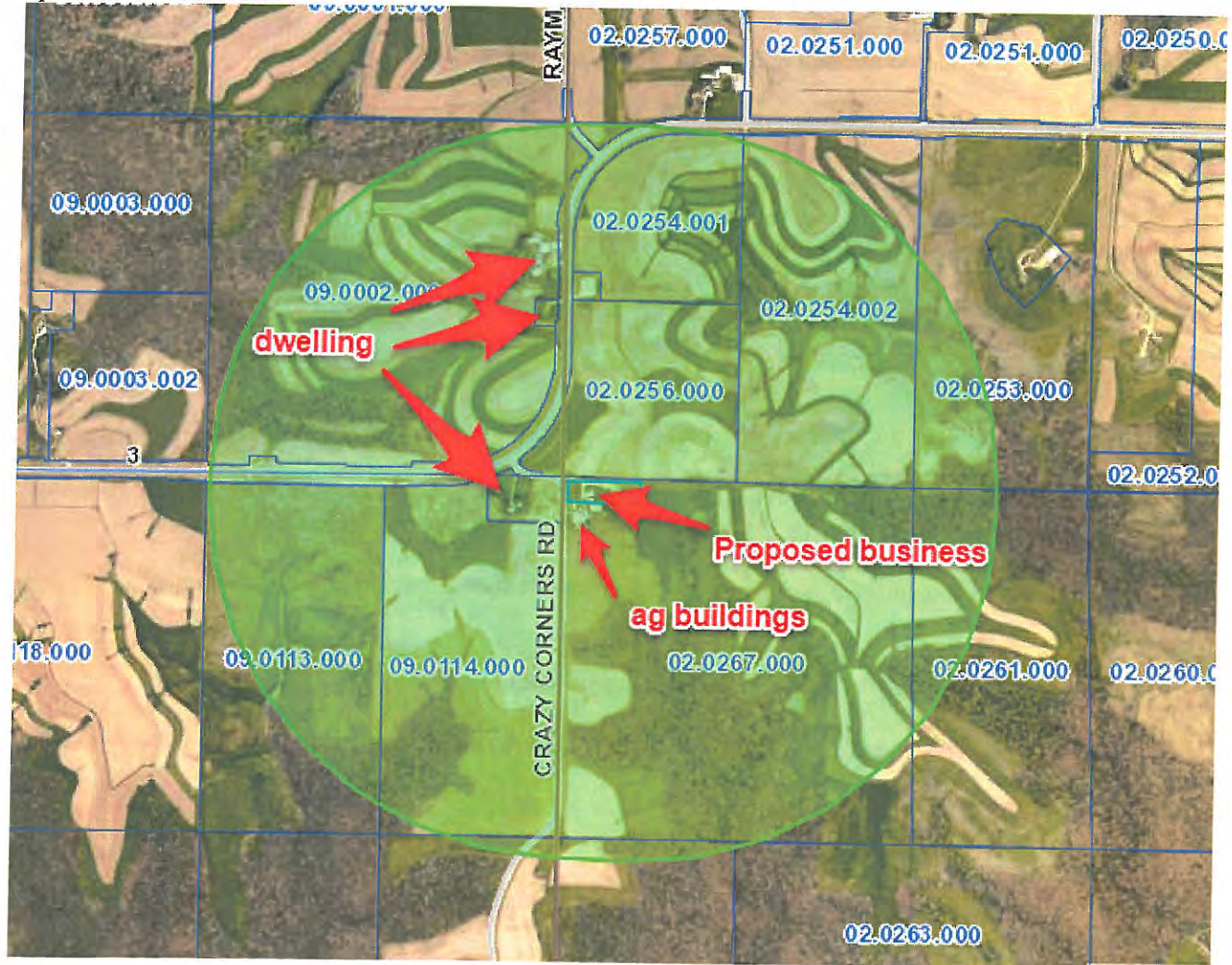


Figure 2

The parcel is fairly flat – a 3% slope was measured perpendicular to the contours using LiDAR data. There are no water features mapped on the property, and the closest on neighboring property is a wetland approximately 800' to the east.

EVALUATION

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: A coffee roasting enterprise adds diversity to the economic activities in the area. Section 0100.0505 Subd. 1 Goal 1 sets forth a goal of encouraging and promoting diversified economic development.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: An Interim Use permit is necessary for the operation to be conducted commercially.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: No impacts are anticipated.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: No impacts are anticipated.

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: NA

6. That potential pollution hazards been addressed and that standards have been met.

Staff Analysis: The equipment and processes associated with the application have benign to marginal pollution impacts, more or less equivalent to those associated with a common household.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: No additional infrastructure or modifications will be necessary.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: Retail sales will not occur on site, therefore the existing driveway is adequate.

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: Associated traffic is limited to periodic delivery trucks. Retail sales will not occur on site, therefore the existing driveway is adequate.

10. That the Conditional Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: No impacts on the neighboring properties are anticipated.

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: No structural infrastructure is proposed.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis:

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: NA

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: The effect of the proposal is not anticipated to be greater than that of a typical farming operation or residence with a shop facility.

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: No potential adverse effects to the public have been identified.

RECOMMENDATION

The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend requiring the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations;
2. The permit shall be subject to renew at five year intervals. The renewal process shall be initiated by the Permittee, and may be done administratively. No public hearing is required for renewal unless it is determined by the Zoning Administrator or the County Board that a hearing is necessary. In the event it is determined that a hearing is necessary, the hearing will take place only after the Permittee submits an application to the County.
3. The permit shall expire if it is not renewed at or near five year intervals. The permit shall expire at such time that Jeffrey & Tricia Babinski no longer own AND maintain homestead status on the property described in the application (currently PID #02-0268-000).
4. Hours of operation shall be Monday-Friday 8am-5pm. Saturday 9am-1pm.
5. The maximum number of employees working onsite shall not exceed 3.

1KG GAS COFFEE ROASTER



Model: NC-001

Nominal Capacity: 1 Kilograms

Mill City Roasters, Minneapolis, MN, USA
Assembled by North Coffee Roaster Co., LTD, Shenzhen, China



ROASTER SPECIFICATIONS

Dimensions

Roaster Size (length x width x height)	42 x 27.5 x 34.5 in (1067 x 699 x 876 mm)
Roaster Weight	198.4 lb (90 kg)
Chaff Collector Size (diameter x height)	12 x 29 in (305 x 737 mm)
Chaff Collector Weight	44.1 lb (20 kg)
Drum Construction	Double-walled Drum, 430 Stainless Steel, Welded
Drum Size (diameter x length)	8.75 x 7.5 in (222 x 190.5 mm)
Cooling Tray Size (diameter)	13 in (330 mm)

Capacity/Output

Batch Size	0.2 - 1.5 kg
Average Roasting Time	< 15 minute batch
Production	13.2 lb/hr, 105.8 lb/day (6 kg/hr, 48 kg/day)

Power

Roaster	Single Phase, 220V, 15A, 50-60Hz
Step-Up Transformer	120V to 220V, 1000
Drum Motor	45W
Exhaust Fan Motor	45W
Cooling Fan Motor	90W
Cooling Tray Stirring Motor	15W

Gas

Fuel Type	LP Gas -or- Natural Gas
Max BTU	25,000
Burner Control	Manual Valve
Gas Connection	1/2" NPT
Gas Pressure Required	LP Gas: 16" of water column Natural Gas: 16" of water column
Gas Orifices Size	LP Gas: 0.7 mm (installed at factory) Natural: 0.9 mm (see conversion/installation instructions)
Max Gas Usage	0.9 lb/hr (0.4 kg/hr)

Exhaust

Typical Roaster Exhaust High Temp	400°F - 450°F
Typical Chaff Collector Exhaust High Temp	300°F
Typical Cooling Tray Exhaust High Temp	180°F
Max Exhaust	150 CFM
Exhaust Venting Type Required	Class III, Positive Pressure

Data Logging

USB Logging Interface	Phidget 1048
Logging Thermocouples	BT, ET, Incoming Air

Permit # _____

Houston County Zoning Application*(This is not a permit. A permit will be mailed if the application is approved.)*

Applicant Name Peter Melling / Amy Melling Telephone # 507-450-5703
Mailing Address 13067 CRAZY CORNERS RD City Caledonia State MN ZIP 55921
Parcel Tax ID 020268000 Date Application Completed 9-14-16 Date Permit Issued _____
Township of Brownsville Legal Description Frac NW 1/4 - L95A
Section 7 Township 102 Range 4 Lot _____ Block _____ Plat or Addition _____
Are you building this yourself? Yes ☒ No _____ (if no - Building Contractor Name and License # _____)

What are you building/type of structure: Storage Sheds FEE \$ 750.00Dimensions of Structure: Width 24' Length 64' Square Feet of Structure 1536Is a site plan attached/included? 10' 26'

Minimum Setbacks: North Line _____ South Line _____ East Line _____ West Line _____ Public Road _____

E911 Address (new address) _____

Zoning District _____ Shoreland District _____ Flood Plain District _____

Slopes _____ Shoreland, OHWM _____ Wetlands _____ 100-Year Flood Plain _____

ISTS Permit Needed? _____ Installers Name and License Number _____
(On the Site Plan show the tank size, location and drainfield runs and dimensions.)

Water Well (Show the location of the well on the Site Plan): New or Existing _____ Date Drilled _____

Public Hearing Required:**Conditional Use/Interim Use/Zoning Amendment:**

Fee \$ _____ Recording Fee \$ _____ Date of Hearing _____

Variance Requested: No

Fee \$ _____ Recording Fee \$ _____ Date of Hearing _____

Describe Hardship _____

Zoning Appeal:

Fee \$ _____ Recording Fee \$ _____ Date of Hearing _____

Zoning Map Amendment/Rezone:

Date of Hearing _____

Rezone Fee \$ _____ Subdivision Fee \$ _____ Recording Fee \$ _____ (Other fees may apply)

Town Board Signature(s)/Comments:Joseph Driscoll**Owner Signature(s):**Peter Melling

Date: _____

Jurisdiction Approval For a New or Modified Access:

Town Board _____ County Engineer _____ MN Dot _____

For further information call Houston County Environmental Services: (507) 725-5800
Return your completed application and remittance to:
Houston County Environmental Services
304 S. Marshall Street - Room 209
Caledonia, MN 55921

11/11/11

SECTION 2 TO

	INST.	Bk.	Page	INST.	Bk.	Page	INST.	Bk.	Page	INST.	Bk.	Page	IN
✓	d	131	488	7-137	3-26	Down	0500	439	635				
✓	B	244	405	not imp. road	643	1347	✓	✓	✓	✓	✓	✓	
✓	B	244	407	LAUG	271	689	✓	✓	✓	✓	✓	✓	
✓	B	244	407	✓	373	105	✓	✓	✓	✓	✓	✓	
✓	B	244	409	KRUEGER - LAUG	367	913	✓	✓	✓	✓	✓	✓	
✓	B	243	597	QCD (Gard)	375	51	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG - JOHNSON	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	376	372	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	376	618	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	373	105	✓	✓	✓	✓	✓	✓	
✓	B	243	597	LAUG	373	679	✓	✓	✓	✓	✓	✓	
✓	B	243	597	JOHNSON	376	618	✓	✓	✓	✓	✓	✓	
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Doc. No. 123143

This Indenture, Made this 27th day of December, 1973

between Earlyn Knutson and Irene Knutson, husband and wife,

of the County of Houston and State of Minnesota
part 1st of the first part, and Bruce R. Knutson

of the County of Houston and State of Minnesota
part Y of the second part,

Witnesseth, That the said part 1st of the first part, in consideration of the sum of FORTY-ONE THOUSAND ONE HUNDRED SIXTY AND NO/100 (\$41,160.00)-----DOLLARS, to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said part Y of the second part, himself/his heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of Houston and State of Minnesota, described as follows, to-wit:

The fractional Northwest Quarter and the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter all in Section 7, Township 102 North, Range 4 West of the Fifth Principal Meridian.

Except: A parcel of land located in the Northwest one quarter of the Northwest one quarter of Section 7, Township 102 North, Range 4 West of the Fifth Principal Meridian; thence East 33 feet; thence South 33 feet to a point of beginning; thence South 0 degrees 00 minutes for a distance of 151.3 feet; thence South 87 degrees 47 minutes East a distance of 543.0 feet; thence North 0 degrees 00 minutes a distance of 169.9 feet; thence North 89 degrees 41 minutes West a distance of 542.5 feet to a point of beginning, containing 2.0 acres more or less.



State Deed Tax: \$91.30

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part Y of the second part, his heirs and assigns, Forever, And the said Earlyn Knutson and Irene Knutson, husband and wife, of the first part, for themselves/heir heirs, executors and administrators, do covenant with the said part Y of the second part, himself/his heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, subject to Land Bank mortgage in the sum of \$41,160.00.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part Y of the second part, himself/his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part 1st of the first part will Warrant and Defend.

In Testimony Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Earlyn Knutson
Irene Knutson

State of Minnesota, } ss.
County of Houston

On this 28 day of February, 1977, before me,
Notary Public, within and for said County, personally appeared
Earlyn Knutson and Irane Knutson, husband and wife,
to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free act and deed.



John H. Rippe
Notary Public Houston County, Minn.

My commission expires Dec. 7, 1979.

State of Minnesota, } ss.
County of _____

On this _____ day of _____, 19____, before me,
_____, within and for said County, personally appeared
to me known to be the person described in and who executed the foregoing instrument,
and acknowledged that he executed the same as _____ free act and deed.

Notary Public _____ County, Minn.

My commission expires _____, 19____.

THIS INSTRUMENT WAS DRAFTED BY

John H. Rippe, Attorney at Law
(Name)

Sprague National Bank Bldg.

Caledonia, Minnesota 55921
(Address)

Tax statements for the real property described in this instrument should be sent to
Bruce B. Knutson, RFD 2, Caledonia, Minnesota

RECORD COMPD INDEXD 123143 JUNE 1977 WARRANTY DEED Individual to Individual	TO	COUNTY RECORDER Office of Registration and Deeds STATE OF MINNESOTA County of <u>HOUSTON</u> I hereby certify that the within Deed was filed in this office for record on <u>March 30</u> , 19 <u>77</u> at <u>10:20</u> o'clock <u>A.</u> M., and was duly recorded in Book <u>272</u> of Deeds, page <u>135</u> OR was duly recorded as instrument No. <u>13743</u> COUNTY RECORDER By <u>Martha H. Rippe</u> Deputy	No delinquent taxes and transfer entered. Dated <u>March 30</u> , 19 <u>77</u> <u>Martha H. Rippe</u> COUNTY RECORDER By <u>Martha H. Rippe</u> Deputy

Earlyn Knutson

Permit #	Name	For	Parcel #	Parcel ID	Date Issued
3608	Molling, Peter	build (2) leans on existing shed	02-0268-000	20268000	9/11/2009
3661	Molling, Peter	build house, garage	02-0268-000	20268000	3/26/2010

2010 variance



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street – Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



9/23/16

To File

RE: Peter Molling Replacement of Legal Non-Conforming Shed

On September 14, 2016, Peter Molling submitted a zoning application to construct two sheds on his property. The larger of the two sheds, a 24' x 64' shed, was to replace an existing shed of the same size. The existing shed pre-dated official controls; the parcel (020268000) on which it sits is a lot of record.

M.S. §462.357, subd. 1e. provides for the replacement of non-conformities:

- (a) Except as otherwise provided by law, any nonconformity, including the lawful use or occupation of land or premises existing at the time of the adoption of an additional control under this chapter, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion...

Therefore, Peter Molling is being granted a zoning permit to replace an existing legal non-conforming shed.

Prepared by Aaron Lacher, Zoning Administrator



HOUSTON COUNTY

ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
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Phone: (507) 725-5800 • Fax: (507) 725-5590



Policy Regarding Issuance of Permits to Non-Conforming Parcels

§0110.0402, Sudb. 1 requires the Zoning Administrator to enforce the Houston County Zoning Ordinance. The following policies are rooted in this authority.

Policy 1: No permits will be issued to non-conforming parcels where the non-conformity is the result of an unpermitted building or an illegal split until the non-conformity has been cured.

Policy 2: In certain cases where the County has knowingly issued permits to non-conforming parcels, or has issued permits to parcels where it is reasonable to assume the County should have been aware of a non-conformity, the issuance of said permits may activate an equitable estoppel preventing future enforcement of non-conformities predating the issuance of previous permits. In instances where this is believed to have occurred, the Zoning Administrator may administratively estop enforcement of a non-conformity if the following conditions are found and documented:

1. That the County misrepresented a material fact;
2. That the County knew the misrepresentation was false;
3. That the County intended the misrepresentation to be acted upon;
4. That the claimant did not know the facts; and
5. That the claimant relied upon the facts to its detriment.
6. That in light of all of the above factors, allowing the permit will serve the interests of justice?

Drafted August 25, 2016

Updated 2/21/18

Number 2018-IUP-18	BABINSKI,JEFFREY L & TRICIA J 020268000 Interim Use Request Submitted by GEMS&J on 11/25/2018	
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INTERIM USE INTRO [Edit] Last updated: 12/14/2018 6:37:14 PM and saved by: GEMS&J

An Interim Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 7.7 of the ordinance. Interim use permits must specify a termination event or date, and are nontransferable.

When submitting an application, the information requested in this form is required. You may be asked to provide additional information as deemed necessary by the Zoning Office, the Planning Commission, or the County Board.

A non-refundable application fee and recording fee are required before an application is considered complete.

Prior to completing this form, a pre-application meeting with County Zoning is strongly recommended.

Interim Use Application Fee **\$500.00**

Recording Fee **\$46.00**

Application Type:
Interim Use

APPLICANT INFORMATION [Edit] Last updated: 12/14/2018 6:37:54 PM and saved by: GEMS&J

Applicant Name **BABINSKI,JEFFREY L & TRICIA J**

Telephone Number **202-525-0007**

Address **13067 CRAZY CORNERS RD**

City **CALEDONIA**

Zip **55921**

Parcel Tax ID **020268000**

Legal Description **Sect-07 Twp-102 Range-004 1.95 AC FRAC NW1/4 DOC 238117, DOC 292520**

Section-Township-Range **07-102-004**

Do you own additional adjacent parcels **No**

Township of: **Brownsville**

Applicants are required to inform township boards of their application.

Please reference the table below and contact the official for your township.

I understand I am required to inform my township of my application. **Yes**

Township Contacts

INTERIM USE REQUEST [Edit] Last updated: 12/14/2018 6:48:24 PM and saved by: GEMS&J

[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

I am requesting an IUP to operate a small coffee roasting business on our property. I will be using an existing building for this purpose.

Citation of Ordinance Section from which the Interim Use is requested:

Section 14.4 subd. 1 (10)

Requested Dimension: **260 sq. ft.**

Please upload any supporting documents:

There are no attached documents.

INTERIM USE FINDING OF FACTS [Edit] Last updated: 12/17/2018 9:27:26 PM and saved by: GEMS&J

[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

1. That the proposed use conforms to the County Land Use Plan. **Yes**

Comments: **Our use of an existing building (garage) conforms to the uses addressed in sections 14.4 sub. 1 (4) and 14.4 subd. 1(10) within an Agricultural Protection District. Our use complies within the Level I and II Home Occupations as regulated in Section 29 of the Houston County Zoning Ordinance and can be considered a Start-up business. The business will occupy approximately 260 sf in an existing facility.**

2. That the applicant demonstrates a need for the proposed use. **Yes**

Comments: **Any business outside of a narrow agricultural use requires an interim use permit. I wish to start my business small and make use of an existing facility to build capitol before expanding into a commercial space. This is, essentially, a home occupation accessory use of our residential facilities. This business will not change the residential character of our home and is clearly incidental and secondary to our use of the home/property as a dwelling.**

3. That the proposed use will not degrade the water quality of the County. **N/A**

Comments: **Coffee Roasting does not involve water use above and beyond that of normal residential water usage and will have negligible impact upon our already existing septic systems.**

4. That the proposed use will not adversely increase the quantity of water runoff.

N/A

Comments:

This use will not change or alter any water runoff from our property.

5. That soil conditions are adequate to accommodate the proposed use.

N/A

Comments:

We are using an existing facility. Soil conditions are adequate.

6. That potential pollution hazards have been addressed and standards have been met.

Yes

Comments:

The roaster operates off of 110v electricity and propane gas. It uses a similar quantity of propane to that of a standard household grill and less than a standard garage heater. Coffee roasting produces insignificant pollutants and a roaster of this size is well within EPA guidelines.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Yes

Comments:

The facility has gravel/asphalt parking and road access adjacent to a shop (personal use) and has adequate utility connections. Drainage on property is adequate and unaffected by this business interim use request.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Yes

Comments:

There is more than ample parking and loading space, though the business will rarely require more than standard USPS, FEDEX, UPS delivery.

9. That adequate facilities are provided to eliminate any traffic

Yes

congestion or traffic hazard which may result from the proposed use.

Comments: **First, there should be no extra traffic congestion or hazards as a result of this business occupying existing facilities. Second, there is parking available off of the county/township road.**

10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Yes

Comments: **I don't think the cows next door will mind one bit. The roaster gives off less odor than a standard grill, and can't be heard outside of the building when in operation. It will not affect the surrounding property in any way.**

11. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Yes

Comments: **Coffee roasting will have no affect on the surrounding property and won't impede any development or improvements of surrounding land.**

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Yes

Comments: **The roaster gives off less noise and smoke than the average home grill. The roaster exhaust is routed through a chaff collector, which removes all particulates from the exhaust. No additional external lighting is required on property, nor do I intend to have a lighted sign.**

N/A

13. That the density of any proposed residential development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district

Comments:

This business will use existing facilities designated for residential use in an agricultural area. This business will not impact any surrounding uses.

N/A

14. That the density of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district.

Comments:

This business will use existing facilities designated for residential use in an agricultural area. This business will not impact any surrounding uses.

N/A

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Comments:

There are not any site specific conditions required to be established, as this use should have no negative impact on the public's health, safety, morals or general welfare. On the other hand, fresh roasted coffee is good for the public's health, is safe in moderation, and is generally considered to improve the general welfare of the public.

SITE PLAN INFORMATION [\[Edit\]](#) Last updated: 12/17/2018 9:29:35 PM and saved by: GEMS&J

A site plan MUST accompany all Applications. You can either hand draw your site plan and submit it via scanning and attaching the document, or by using

the interactive map below.

Upload Site Plan

There are no attached documents.

Use Interactive Map to
Create Site Plan



Layer List:

- ☒ Wells_MWI_Jan_2018
- ☐ Contours
- ☒ Septic Permit
 - Septic Permits
- ☒ Corporate Limits
- ☒ Political Townships
- ☐ Subdivisions
- ☐ Blocks
- ☐ Lot Boundaries
- ☒ Parcels
- ☒ Roads
- ☐ Streams
- ☐ Floodplain
- ☒ 2017 Imagery

APPLICATION SUBMITTAL [Edit]

Last updated: 12/17/2018 9:30:30 PM and saved by: GEMS&J

- By checking this box, I grant Houston County access to my property for the purpose of evaluating this application.

Yes
- By checking this box, I certified that I have notified my town board of my application.

Yes
- By checking this box, I certify that the information provided in this application is true and accurate to the best of my knowledge.

Yes

Signature



Date Signed:
12/17/2018

Check this box if Staff
Signature on behalf of
Applicant.

No

APP SUBMITTED/PAYMENT SELECTION Last updated: 12/18/2018 4:25:45 PM and saved
by: Holly Felten

Fee amount paid: **\$546**

BROWNSVILLE TOWNSHIP REVIEW [Edit] Last updated: 1/2/2019 2:52:52 PM and saved
by: alacher

Notice to Township

Date email sent:
01/02/2019

DATES [Edit] Last updated: 1/14/2019 3:29:03 PM and saved by: alacher

Application Date **12/18/18**

Advertising Date **1/9/2019**

Planning Commission
Meeting Date **1/24/2019**

Meeting Time **7:00 PM**

County Board Meeting Date

Comments



Date: February 6, 2019

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$65,000 from Revolving Loan Fund to Red's Hometown Market

Background: On February 6, 2019, Pat Longmire owner of Red's Hometown Market, LLC in Spring Grove requested from the EDA \$65,000 in financing for updating and expanding his deli with new coolers, creating a Fat Pat's Prep area, and adding a coffee shop to the current store. The total project costs are around \$435,000 with the owner injecting \$105,000 in equity. Pat will also be requesting \$65,000 from the City of Spring Grove.

The project will add at least one full-time job and 2 to 3 part time jobs in the first year, with the prospect of growing and hiring additional staff in the future.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on February 6, 2019 to recommend that the Houston County Commissioners approve Red's Hometown Market request for assistance by providing a \$65,000 loan at the 2019 set rate and terms (4.5% for 7 years).

Action Required: A motion made by the Board of Commissioners approving Red's Hometown Market request for assistance by providing a \$65,000 loan at the 2019 set rate and terms (4.5% for 7 years) from the County's Revolving Loan Fund.



Date: February 6, 2019

To: Houston County Commissioners & Staff

From: Allison Wagner, Houston County EDA

RE: \$20,000 from Revolving Loan Fund to Klug Insurance Agency, LLC

Background: On February 6, 2019, Mike Klug owner of Klug Insurance Agency, LLC in Caledonia attended the EDA meeting to request \$20,000 in financing for expanding his insurance business. He plans to buy the building at 123 East Main Street in Caledonia located next to his current building which is larger and has been a vacant commercial space in Caledonia for several years. He plans to sell or rent out his current building. The funds will be used for the purchase of the new building and renovations to the new building. The total project costs are around \$145,000 with the owner injecting \$50,000 in equity. The City of Caledonia has approved a \$20,000 loan to the business and the owner has secured a line of credit from his bank.

The project will add at least one full-time job in the first year, with the prospect of growing and hiring additional staff in the future.

Recommendation: After due consideration and discussion, the EDA Board of Directors unanimously passed a motion on February 6, 2019 to recommend that the Houston County Commissioners approve Klug Insurance Agency, LLC's request for assistance by providing a \$20,000 loan at the 2019 set rate and terms (4.5% for 7 years).

Action Required: A motion made by the Board of Commissioners approving Klug Insurance Agency, LLC's request for assistance by providing a \$20,000 loan at the 2019 set rate and terms (4.5% for 7 years) from the County's Revolving Loan Fund.

ADA Transition Plan Public Meeting Notice

Houston County is requesting the public to review and provide comments upon a draft American with Disabilities Act (ADA) Transition Plan for Public Rights of Way. The plan evaluates existing sidewalks, pedestrian facilities, and curb ramps located within Houston County Right of Way. A public comment period will be held from January 11, 2019 to February 19, 2019. A copy of the draft document is available for review at the Houston County Highway Department office, and the County website at: <http://co.houston.mn.us/Highway.aspx>

Public Meeting

A public meeting for the transition plan will be held on February 12, 2019 at the Houston County Courthouse, located at 304 S. Marshall St, Caledonia, MN 55921, at 10:00 a.m. in the Commissioners Room 222.

Accommodations

Persons with a disability who wish to request accommodation to participate in the Public Meeting should notify Jeff Babinski at least seven (7) business days prior to the Meeting at (507) 725-5827 or email your request to jeff.babinski@co.houston.mn.us to discuss accommodations. Every reasonable effort will be made to meet your need.

Comments and Plan Recommendations

Please submit comments or specific recommendations for modification to:
Houston County Highway Department
Attn: Brian Pogodzinski, County Engineer
1124 E. Washington St.
Caledonia, MN 55921