



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 3

9:10 a.m. Sue Rynda, Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
October 18, 2016 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 110 - *Governor's Task Force on Mental Health*

200- CHARTS/GRAPHS:

- 210- *Finance Graphs/Report;*
- 220- *Income Maintenance/Child Support Graphs;*
- 230- *Family Services Graphs-*
 - 231- *Social Services Team*
 - 232- *Child Services Team*
 - 232.1- *Out Of Home Placement Report*
 - 232.2- *In-Home Family Therapy Report;*
 - 233- *Behavioral Health Team*

300- BOARD APPROVAL ITEMS:

- 310 - *Brown County Evaluation Center Detox 2017 Contract*
- 320 - *Amendment to the Joint Powers Board Agreement (SCCBI)*
- 330 - *CY 2017-18 Mental Health CSP Grant State Contract*
- 340 - *Commissioner's Warrants*

**BROWN COUNTY EVALUATION CENTER, INC.
DETOX DIVISION**

COUNTY PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the “Contractor” and LeSueur County Human Services, hereinafter referred to as the “Agency.”

1. Term of Agreement

This Agreement shall commence January 1, 2017, and expire December 31, 2017.

2. Member County

To be a member county, LeSueur County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet one or more of the following criteria:

- a. Patients who appear to be intoxicated; or
- b. Patients experiencing physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or another drug; or
- c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 6; or
- d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
- e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.05 Subdivision 1 and 2.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all LeSueur County Residents that are either self-referred, referred by LeSueur County Human Services, or by LeSueur Law Enforcement. Also, services will be provided to non-LeSueur County residents who are referred to the Contractor by LeSueur County Law Enforcement or LeSueur County Human Services.
- b. The Contractor will provide detoxification and evaluation services to LeSueur County referrals at the New Ulm, Minnesota detox facility.
- c. The Contractor will provide a transport vehicle and transport personnel. This service is contingent on availability of the Contractor’s vehicle. This transportation service is from designated pickup points to the Contractor’s Center.
- d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient’s acute medical or psychological condition, or when it appears there may be a

danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.

- e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be LeSueur County or referring county.

5. Payment for Services

A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.

1. Detoxification Service Provided at the New Ulm, Minnesota Detox Facility is \$375 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.

2. Transportation Services

- a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or law enforcement agency of a contracted county, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.
- b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.64 per mile plus the IRS allowable rate which is currently \$0.54 per mile round trip. (example: currently \$1.18)
- c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.

3. Medical Costs

- a. LeSueur County – no charge for Condition Specific Protocol (standing orders) medications.
- b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

B. Billing

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total per diem cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
 - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
 - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understand that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.
- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

6. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

7. Bonding, Indemnity, and Insurance

A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.

B. Indemnity.

1. The Contractor agrees that it will indemnify and hold harmless the Agency and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages,

costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.

2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.

- C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

8. Confidentiality

The use of disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency's Contractor's responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient's attorney, or Eligible Recipient's responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

9. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

10. Title IV Compliance

For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

Dated: _____

IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

By: _____
LeSueur County Attorney

By: _____
Director, LeSueur County Human Services

By: _____
Chairperson, LeSueur County Board of
Commissioners

By:  _____
Business Manager, Brown County Evaluation Center

**AMENDMENT TO
THE SOUTH CENTRAL COMMUNITY BASED INITIATIVE
JOINT POWERS AGREEMENT**

WHEREAS, Article 4, Section 4.7 of the Joint Powers Agreement entitled “Amendment” states:

“This Agreement may be amended only in writing and upon the consent of the government bodies of all the parties;” and

WHEREAS, Article 7 entitled “Indemnification and Hold Harmless” attempts to limit the liability of the South Central Community Based Initiative Joint Powers Agreement and the parties to that Agreement by citing Minnesota Statutes Chapter 466 which limits tort liability and punitive liability for counties, their officers and employees, and Minnesota Statutes Section 471.59, Subd. 1a(b) noting that each governmental unit shall be liable for its own independent acts or missions not directly related to joint activity; and

WHEREAS, recent case law has more clearly defined how liability can attach to political subdivisions organized and acting pursuant to a Joint Powers Agreement;

NOW, THEREFORE, it is appropriate that Article 7 of the South Central Community Based Initiative Joint Powers Agreement be amended to read as follows:

**Article 7
Indemnification and Hold Harmless**

- 7.1 Applicability. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 7.2 Indemnification and Hold Harmless. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(b); provided

further that for the purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

An individual party to this Agreement shall not be liable for the intentional acts or omissions, or negligent acts or omissions of another party or other parties to this Agreement which are unrelated to the party and do not involve joint activity, endeavor, programs or services.

The parties, other than the appointed jurisdiction that serves as the fiscal host having fiduciary responsibilities as provided in Article 4, Section 4.8.1, agree to save and hold harmless the fiscal host and its officers, agents, employees or members, from all claims, suits or actions, of whatever nature, resulting from or arising out of any failure by a party or parties acting jointly or in a common endeavor, their subcontractors, agents or employees to comply with any restrictions placed on the use of funds received from a funding governmental entity which has been disbursed to them by the fiscal host pursuant to this agreement.

- 7.3 Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minnesota Statutes Chapter 466, applicable to any third party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

This amendment of the South Central Community Based Initiative shall become effective upon all governing bodies of the parties adopting this amendment by resolution.

Brian Buhmann
Freeborn County Department of Human Services

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Mental Health Division (hereinafter STATE) and the county of LeSueur, address 88 South Park Avenue, Le Center, MN 56057 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
 - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
 - (ii) stabilize adults with mental illness;
 - (iii) prevent the development and deepening of mental illness;
 - (iv) support and assist adults in resolving mental health problems that impede their functioning;
 - (v) promote higher and more satisfying levels of emotional functioning; and
 - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

Grant Contract #: 115485

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Revised 05/2015

1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act by performing the tasks and duties described in County's Approved Mental Health Plan, hereby incorporated as Attachment A (Parts 1, 2, 5) to this grant contract.
- 1.2 Ensure all revenue received by COUNTY, it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing their accounting and operational procedures.
- 1.4 Ensure that all contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding.
- 1.10 Complete all required data reporting and ensure their contracted providers are completing all required data reporting.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by COUNTY pursuant to this grant contract shall be paid by the STATE as follows:

(a.) Compensation. COUNTY will be paid in accordance with Attachment B (Grant Application Summary), "Budget" to this grant contract. For the first year of the grant contract, STATE will not compensate COUNTY for any expenses in excess of the total first year budget amount. COUNTY's expenses are determined on a cash basis which recognizes the expense when it is paid by the COUNTY.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Exceptions to the prohibition of capital purchases may be granted, in writing, on a case-by-case basis.

Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which 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).

The COUNTY must seek permission from the STATE, using a Budget Revision Form, of a significant change in a BRASS code expenditure. A significant change is defined as a 50% deviation of any BRASS code expenditure on the Budget in Attachment B.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred twenty two thousand and twelve dollars (\$ 122,012).

(d.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Compensation shall be one cash advance in an amount determined by the STATE which is equal to one quarter's anticipated expenditures followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

If actual expenditures of the COUNTY are less than provided in the approved program line item budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed expenditures. COUNTY will not be eligible for an advance more often than once every two years.

(b.) County requires an advance because County is paid on a quarterly basis under this grant contract. County does not have sufficient reserves to cover costs that it incurs during that time frame.

(c.) Payments shall be made by the STATE promptly after COUNTY'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted using the DHS-2895 Form process, as described in the most recent bulletin of the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin and *Changes to DHS BRASS Manual for Calendar Years 2016-2017*. Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to their grant. Invoice submission through the 2895 process shall act as a certification by the County that the expenses reported are allowable.

3. CONDITIONS OF PAYMENT. All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

5. TERMS OF GRANT CONTRACT. This grant contract shall be effective on January 1, 2017, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE

must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Faye Bernstein or his/her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

7.2. County. The COUNTY's Authorized Representative is John King or his/her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

8. ASSIGNMENT. COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

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

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

13. Intellectual Property Rights.

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

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

Responsibilities.

Assignment of Rights. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its

employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

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

15. VOTER REGISTRATION REQUIREMENT. COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

16. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

17. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. WAIVER. If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

19. CONTRACT COMPLETE. This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

20. OTHER PROVISIONS.

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

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

20.4. COUNTY must comply with, and ensure that its subcontractors comply with, the Minnesota Office of Grants Management policies, including specifically policies 08-06, 08-10, and 08-13.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

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

By: _____

Date: _____

Grant No: _____

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By: _____

Title: _____

Date: _____

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

Grant Contract #: 115485

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Revised 05/2015