

**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSION CHAMBER  
March 3, 2015**

1.       **9:00 a.m. Agenda and Consent Agenda**  
RE: February 24, 2015 Minutes and Summary Minutes
  
2.       **9:05 a.m. Claims (10 min)**
  
3.       **9:15 a.m. Human Services Used Van Approval (AMHI Funding)**
  
4.       **9:20 a.m. Bob Goede MCIT (15 to 20 min)**  
RE: MCIT Report to the Board
  
5.       **9:40 a.m. Cindy Shaughnessy, Public Health Director (15 minutes)**  
UCare Grant; Request for Approval; SHIP update; 2014 Financial Summary; 2015 goals
  
6.       **9:55 a.m. Human Resources ( 5 min)**
  
7.       **10:00 a.m. Veeam License Addition (5 min)**
  
8.       **10:05 a.m. Darrell Pettis**  
RE: Le Center and Le Sueur Wellhead Protection Plans  
RE: SSTS Bulletin  
RE: Le Sueur Waseca Group Home Transfer from Misc. Revenues to Revenue  
RE: State Aid Bond Resolution  
RE: Board of Appeal and Equalization, June 20, 2015 Meeting Date  
RE: CSAH 23 Project Final

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# Le Sueur County, MN

Tuesday, March 3, 2015

## Board Meeting

### Item 1

#### **9:00 a.m. Agenda and Consent Agenda**

*RE: February 24, 2015 Minutes and Summary Minutes*

Staff Contact:

## Minutes of Le Sueur County Board of Commissioners Meeting February 24, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 24, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Steve Rohlfsing was excused. Also present were Darrell Pettis and Brent Christian.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda:

- Approved the February 17, 2015 County Board Minutes and Summary Minutes.
- Approved the Le Sueur Valley Ducks Unlimited Gambling Permit.

Charlene Washa, Probation came before the Board with one item for consideration.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized Charlene Washa and Darrell Pettis, County Administrator to sign the Sentencing to Serve contract.

Michelle Mettler, Environmental Services came before the Board with two requests for action.

On motion by Connolly, seconded by Gliszinski and approved via roll call vote 3-0 with King abstaining, the Board granted a Conditional Use Permit to JOHN MCGILLEN, KILKENNY, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 80.5 total cubic yards of material within a bluff and within a shore impact zone for a shoreland restoration project in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Gorman Lake. Property is located in the NE 1/4, Section 14, Cordova Township. Findings are on file at the Planning and Zoning Office. The application is approved as written.

On motion by Gliszinski, seconded by Connolly and approved via roll call vote 4-0, the Board granted a Conditional Use Permit to JAIME MIRANDA OTERO, NEW PRAGUE, MN (APPLICANT); DOUG PINT, NEW PRAGUE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate a contractor/construction company along with a shop/yard in an Agriculture "A" District. Property is located in the NW 1/4 of Section 10, Lanesburgh Township. The application is approved with the following condition: approval of the application as written with the hours of operation 6 am – 11 pm shop hours; 8 am to 5 pm office hours. Findings are on file at the Planning and Zoning Office.

Jim Mc Millen came before the Board with two carpet bids for the Judge Chambers for consideration:

Hiller Carpet: \$32,420

Carpet Castle LLC: \$32,622

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the bid from Carpet Castle LLC in the amount of \$32,622.00.

Cindy Westerhouse, Human Resources Director came before the Board with numerous items for consideration.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to grant regular status to Joe Kern, full time Deputy Sheriff, in the Sheriff's Office, effective February 23, 2015.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to grant regular status to Conrad Browning, full time Jailer/Dispatcher, in the Sheriff's Office, effective February 18, 2015.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to grant regular status to Mindy Blaschko, full time Administrative Assistant II, in the County Attorney's Office, effective February 21, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to hire Christine Ronken, as a full time Deputy Auditor-Treasurer II – Motor Vehicle Specialist in the License Bureau, as a Grade 6, Step 1 at \$16.74 per hour, effective March 16, 2015.

At 9:30 a.m. on motion by King, seconded by Connolly and unanimously approved, the Board approved the Annual Seasonal Bids for asphalt, aggregate, equipment rentals and materials.

Darrell Pettis, Administrator/Engineer came before the Board with several items for discussion and approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to submit the Project Priority List Application to Minnesota Pollution Control Agency.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, March 3, 2015 at 9:00 a.m.

**ATTEST:**

\_\_\_\_\_  
**Le Sueur County Administrator**

\_\_\_\_\_  
**Le Sueur County Chairman**



### **Summary Minutes of Le Sueur County Board of Commissioners Meeting, February 24, 2015**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
  - The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 24, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Steve Rohlfsing was excused. Also present were Darrell Pettis and Brent Christian.
  - The Board approved the agenda for the business of the day. (Gliszinski-Connolly)
  - The Board approved the consent agenda: (Connolly-Gliszinski)
    - Approved the February 17, 2015 County Board Minutes and Summary Minutes.
    - Approved the Le Sueur Valley Ducks Unlimited Gambling Permit.
  - The Board approved and authorized Charlene Washa and Darrell Pettis, County Administrator to sign the Sentencing to Serve contract. (Gliszinski-Connolly)
  - The Board granted a Conditional Use Permit to JOHN MCGILLEN, KILKENNY, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 80.5 total cubic yards of material within a bluff and within a shore impact zone for a shoreland restoration project in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Gorman Lake. Property is located in the NE 1/4, Section 14, Cordova Township. Findings are on file at the Planning and Zoning Office. The application is approved as written. (Connolly-Gliszinski)
  - On motion by Gliszinski, seconded by Connolly and approved via roll call vote 4-0, the Board granted a Conditional Use Permit to JAIME MIRANDA OTERO, NEW PRAGUE, MN (APPLICANT); DOUG PINT, NEW PRAGUE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate a contractor/construction company along with a shop/yard in an Agriculture "A" District. Property is located in the NW 1/4 of Section 10, Lanesburgh Township. The application is approved with the following condition: approval of the application as written with the hours of operation 6 am – 11 pm shop hours; 8 am to 5 pm office hours. Findings are on file at the Planning and Zoning Office. (Gliszinski-Connolly)
  - On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the bid from Carpet Castle LLC in the amount of \$32,622.00. (Connolly-Gliszinski)
  - The Board approved the recommendation to grant regular status to Joe Kern, full time Deputy Sheriff, in the Sheriff's Office, effective February 23, 2015. (Connolly-King)
  - The Board approved the recommendation to grant regular status to Conrad Browning, full time Jailer/Dispatcher, in the Sheriff's Office, effective February 18, 2015. (Gliszinski-Connolly)
  - The Board approved the recommendation to grant regular status to Mindy Blaschko, full time Administrative Assistant II, in the County Attorney's Office, effective February 21, 2015. (Connolly-King)
  - The Board approved the recommendation to hire Christine Ronken, as a full time Deputy Auditor-Treasurer II – Motor Vehicle Specialist in the License Bureau, as a Grade 6, Step 1 at \$16.74 per hour, effective March 16, 2015. (King-Gliszinski)
  - At 9:30 a.m. the Board approved the Annual Seasonal Bids for asphalt, aggregate, equipment rentals and materials. (King-Connolly)
  - The Board approved to submit the Project Priority List Application to Minnesota Pollution Control Agency. (King-Gliszinski)
  - The Board adjourned until Tuesday, March 3, 2015 at 9:00 a.m. (Connolly-Gliszinski)
- ATTEST: Le Sueur County Administrator      Le Sueur County Chairman**

## **Future Meetings 2015**

March 3, 2015	Board Meeting, 9:00 a.m.
March 10, 2015	No Board Meeting
March 12, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
March 17, 2015	Board Meeting, 9:00 a.m.
March 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
March 24, 2015	Board Meeting, 9:00 a.m.
March 31, 2015	No Board Meeting
April 7, 2015	Board Meeting, 9:00 a.m.
April 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
April 14, 2015	No Board Meeting
April 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
April 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
April 21, 2015	Board Meeting, 9:00 a.m.
April 28, 2015	Board Meeting, 9:00 a.m.

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# **Le Sueur County, MN**

**Tuesday, March 3, 2015**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (10 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, March 3, 2015**

**Board Meeting**

## **Item 3**

**9:15 a.m. Human Services Used Van Approval (AMHI Funding)**

**Staff Contact:**

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# Le Sueur County, MN

Tuesday, March 3, 2015

Board Meeting

## Item 4

**9:20 a.m. Bob Goede MCIT (15 to 20 min)**

*RE: MCIT Report to the Board*

Staff Contact:

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# Le Sueur County, MN

Tuesday, March 3, 2015

## Board Meeting

### Item 5

**9:40 a.m. Cindy Shaughnessy, Public Health Director (15 minutes)**

*UCare Grant; Request for Approval; SHIP update; 2014 Financial Summary; 2015 goals*

Staff Contact:



# LE SUEUR COUNTY PUBLIC HEALTH

**Public Health**  
Prevent. Promote. Protect.

88 South Park Avenue  
Le Center, MN 56057  
Phone (507) 357-8246  
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting  
March 3, 2015

Cindy Shaughnessy, Director

## Public Health Agenda

- 1) \$25,000 UCare Foundation Grant update
  - Lab quality refrigerator/freezer purchased; Lab remodel in process
  - Request approval to sign Purchase of Service Agreement and Business Associate Agreement with Healthy Smiles, Inc.
  - Brent Christian has reviewed and approved – attached.
- 2) Request approval to add an additional Therapy (Physical Therapy, Occupational Therapy & Speech Therapy) Contract for our Home Health Care program
- 3) SHIP (Statewide Health Improvement Program) update
  - *Notice of Intent* to apply for SHIP 4 for 2016-2020 has been submitted to MDH for Le Sueur-Waseca CHB to once again partner with Brown-Nicollet CHB.
- 4) 2014 Public Health and Community Health Financial Summary
  - Attached
- 5) Local Public Health Assessment and Planning cycle 2010-2014
  - All “deliverables” finished and approved by the CHB
  - Documents will be posted on the Public Health webpage:
    - Community Health Assessment (already posted)
    - Strategic Plan
    - Quality Improvement Plan
    - Community Health Improvement Plan
- 6) Public Health 2015 goals and resources

## PURCHASE OF SERVICE AGREEMENT

**The County of Le Sueur**, acting through its **Public Health Department**, 88 South Park Avenue, Le Center, MN 56057, hereinafter referred to as the County, and Shannon Kruckeberg, doing business as **Healthy Smiles, Inc.** hereinafter referred to as the Contractor, enter into the Agreement for the period April 1, 2015 and shall automatically renew for one year terms each January 1 unless modified, amended or terminated according to the Agreement.

### SCOPE OF SERVICES

The Contractor agrees to furnish the following services: fluoride varnish application and oral health promotion and disease prevention education. Included are such administrative services as are reasonably or necessarily incurred by the Contractor in providing the services, including all supplies and materials, reports, certificates and/or licenses, and assurances as are required by this Agreement.

As a condition precedent to this Agreement, and for the purpose of further defining the services or facilities to be provided, assisting the County in evaluating the services to be provided, enabling the County to document compliance with state and federal laws, rules and regulations, the Contractor shall provide the following documents or information upon request of the County:

- a) A description of the services to be offered;
- b) Copy of the collaborative agreement (as described in Minnesota Statutes 150A.10) between the Contractor and a dentist licensed to practice in the State of Minnesota.
- c) Copy of the Contractor's dental hygiene license;
- d) Statement that the Contractor has been engaged in the active practice of clinical dental hygiene for not less than 2,400 hours in the past 18 months or a career total of 3,000 hours, including a minimum of 200 hours of clinical practice in two of the past three years;
- e) Copy of current certification in advanced or basic cardiac life support as recognized by the American Heart Association, the American Red Cross, or another agency that is equivalent to the American Heart Association or the American Red Cross;
- f) Statement of qualifications and experience of the Contractor;
- g) Copy of the authorization from the Minnesota Department of Human Services stating the names of the services which the Contractor can provide and be reimbursed for through the Medical Assistance program;
- h) NPI or UMPI number that the Contractor will use for billing Medical Assistance;
- i) Proof of current insurance coverage as required in paragraph two under *Indemnity and Insurance* of this Agreement.

Documents or information provided pursuant to this paragraph shall be available in contract file and incorporated by reference as part of Agreement.

- A. Services shall be provided at the office of Le Sueur County Public Health or other locations agreed to by the County and the Contractor.
- B. Services shall be provided to clients of Le Sueur County Public Health; primarily during WIC Program clinic hours.
- C. The County will provide the Contractor with space in which to provide services, at mutually agreed upon times.
- D. Contractor will provide a ten day notice to the County when it is unable to provide services through this agreement.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective management of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

The County may duplicate, use and disclose in any manner consistent with the provisions of the Data Privacy Clause in this Agreement, and have others do so, all data delivered under this Agreement.

The County may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.

### **PAYMENT**

Contractor will be an enrolled provider with the Minnesota Department of Human Services and will bill directly for services reimbursable through Medical Assistance, Minnesota Care, or related managed care programs. In no instance will persons served through this Agreement be charged directly by the Contractor.

### **STATUTORY ORGANIZATION REQUIREMENTS**

The Contractor 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 Contractor 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, 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 Contractor agrees to the following:

- 1) During the term of this Agreement, the Contractor agrees to comply with all state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality services.

- 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.
- 3) Loss of any applicable state license by the Contractor shall be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.

### **EQUAL EMPLOYMENT OPPORTUNITY and CIVIL RIGHTS**

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in participation in, be denied the benefits of, or be other-wise subjected to discrimination under any program, services, or activity under the provision of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 and Revised Order No. 4 and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to a certain compliance with such rules, regulations, and orders. The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel and shall disseminate information to beneficiaries and the general public that services are provided in a non discriminatory manner in compliance with civil rights statutes and regulations.

No qualified handicapped person, as defined by United States Government of Health, Education, and Welfare regulations, Title 45 part 84.3 (J) and (K), which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., 704, under Executive Order No., 11914 (41FR 17871, April 28, 1976):

- a) Shall be denied access to or opportunity to participate in or receive benefits from any services offered by the Contractor under the terms and provisions of this Agreement, nor
- b) Shall any qualified handicapped person be subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

If during the term of this Agreement it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices as described in above in this clause, then the County may cancel said Agreement as provided by the Cancellation Clause of this Agreement.

## **INDEMNITY and INSURANCE**

*Indemnity:* The Contractor agrees to defend and indemnify the County, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Contractor's performance of this Agreement. The County agrees to defend and indemnify the Contractor, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to the County's performance of this Agreement.

*Insurance:* The Contractor further agrees, in order to protect itself and the County under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000.00 for bodily injury or property damage to any one person and \$1,500,000.00 for total injuries or damage arising from any one incident.

## **INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County's employees and is not eligible for Workers or Unemployment Benefits. Contractor also acknowledges and agrees that no withholdings or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

## **DATA PRIVACY**

All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et. seq.; the federal Health Insurance Portability and Accountability Act (HIPAA) regulations; and any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules and regulations.

The Contractor also agrees to abide by the attached Addendum to Contract, Business Associate Agreement.

Shannon Kruckeberg, DBA as Healthy Smiles, Inc. is the Responsible Authority pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, for the collection, maintenance, use and dissemination of any set of data on individuals, government data or summary data pursuant to this Agreement.



## **MODIFICATION of AGREEMENT**

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

## **CONDITIONS of the PARTIES' OBLIGATIONS**

In the event that there is revision of federal or state regulations or laws which might conflict with any of the provisions of this Agreement, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations or laws. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement.

When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the regulations of all state and federal agencies, including but not limited to the Minnesota Department of Health and the Minnesota Department of Human Services.

## **SUBCONTRACTING and ASSIGNMENTS**

The Contractor shall neither enter into subcontracts for performance of any of the Purchased Services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

## **DEFAULT**

Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure:

- a) If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- b) If the Contractor fails to perform any of the other provisions of this Agreement, including but not limited to a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the works as to endanger performance of this Agreement in accordance with its terms; or

- c) If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the County which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

If the Contractor fails to remedy the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.

Waiver of any default shall not be deemed to 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 authorized representative of the County, and attached to the original Agreement.

The rights and remedies of the County provided in this clause shall be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **CANCELLATION AND FINALIZATION**

This Agreement or portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by mail or in person.

After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:

- a) Discontinue provision of services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
- b) Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the County.

### **MERGER**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any Public Health Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement, this 1<sup>st</sup> day of April 2015, regardless of the date of the signatures hereunder.

**LE SUEUR COUNTY**

BY \_\_\_\_\_  
Chair, Le Sueur County Board of Commissioners

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Director, Le Sueur County Public Health

DATE \_\_\_\_\_

**CONTRACTOR**

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into between **Le Sueur County Public Health**, 88 South Park Avenue, Le Center, MN 56057 (“Covered Entity”) and **Healthy Smiles, Inc.** (“Business Associate”) as of the last date of the signatures below and shall become effective once signed by both parties (“Effective Date”).

### RECITALS

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”);

B. The Privacy Rule provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract that the Business Associate will appropriately safeguard the Protected Health Information;

C. Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information (“PHI”) relating to patients of Covered Entity that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (“HITECH Act”) and regulations promulgated thereunder, as such law and regulations may be amended from time to time (collectively “HIPAA”);

D. Covered Entity and Business Associate desire to determine the terms under which they shall comply with the Privacy Rule.

### AGREEMENT

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

#### 1. General HIPAA Compliance Provisions.

1.1 *HIPAA Definitions.* The following terms used in this Agreement 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 Rules, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## 1.2 *Specific Definitions.*

1.2.1 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 **Healthy Smiles, Inc.**

1.2.2 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 **Le Sueur County Public Health.**

1.2.3 HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## 2. Obligations and Activities of Business Associate.

2.1 Business Associate may not use or disclose Protected Health Information other than as permitted or required by the Underlying Agreements or as Required By Law.

2.2 Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as Required By Law to protect the confidentiality, integrity and availability of any Electronic Protected Health Information (“e-PHI”) that it may receive, maintain or transmit on behalf of the Covered Entity.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement, including Breaches of Unsecured PHI as required at 45 CFR 164.410, or any Security Incident resulting in an unauthorized access or acquisition of e-PHI, of which it becomes aware, involving Protected Health Information of the Covered Entity.

2.5 Business Associate must in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors, agents or affiliates of the Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate must obtain satisfactory assurances in the form of a written agreement or memorandum of understanding directly from Subcontractors stipulating that the Subcontractor agrees to comply with the terms and conditions of the Business Associate Agreement. Business Associate must ensure that any agent or Subcontractor to whom the Business Associate

provides PHI not export PHI beyond the borders of the United States of America without express written agreement of the Covered Entity.

2.6 Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR §164.524.

2.7 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR §164.526, at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.8 Business Associate agrees to make available internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity or at the request of the Covered Entity to the Secretary in a time and manner designated by the Covered Entity or the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

2.9 Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

2.10 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

2.11 Business Associate understands and agrees that it will not access or use any Protected Health Information of any Individual except for those Individuals whose PHI has been disclosed to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.

2.12 Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii) at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable Individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing

regulations, comply with all applicable requirements of the Security Rule contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

3.1 In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the Underlying Agreements, and only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Subpart E of 45 CFR Part 164 if done by Covered Entity. It means that:

3.1.1 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

3.1.2 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person/organization to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person/organization, and the person/organization notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached; and

3.1.3 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

3.2 Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

3.3 Business Associate may use or disclose PHI as Required By Law.

3.4 Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

4. Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his/her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

4.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

5.1 *Term.* The term of this Agreement shall be effective as of the Effective Date, and shall terminate on termination of the Underlying Agreements or on the date Covered Entity terminates for cause as authorized in paragraph 5.2 of this section, whichever is sooner, provided that Business Associate shall continue to comply with the return of PHI as provided in this Agreement after the termination of this Agreement.

5.2 *Termination for Cause.* Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the Breach or ended the violation within the time specified by Covered Entity.

5.3 *Obligations of Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

5.3.1 Retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.3.2 Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

5.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to e-PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

5.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at "Permitted Uses and Disclosures by Business Associate" which applied prior to termination; and



5.3.5 Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Notwithstanding the foregoing provisions, Business Associate shall not destroy any PHI in less than six (6) years from the date it is received by Business Associate.

5.4 *Survival.* The obligations of Business Associate under this Section 5 shall survive the termination of this Agreement.

6. Liability.

6.1 *Indemnification.* Business Associate shall be solely responsible for and shall indemnify and hold Covered Entity harmless from any and all claims, damages, or causes of action (including Covered Entity's reasonable attorneys' fees) arising out of the acts or omissions of Business Associate or Business Associate's employees, agents and Subcontractors, and Business Associate will pay all losses, costs, liabilities and expenses agreed to in settlement of or in compromise of or finally awarded Covered Entity in connection with such claims or actions. Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by Covered Entity and provide Business Associate with such cooperation, information and assistance as Business Associate shall reasonably request in connection therewith. This Section 6.1 shall survive the termination of this Agreement.

6.2 *Insurance Coverage.* Business Associate agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Business Associate or its employees, agents, Subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity. This insurance will provide liability coverage in such amounts as requested in writing by the Covered Entity. Business Associate shall file with the Covered Entity a certificate of insurance as evidence of the required coverage. Such insurance policy will be effective no later than the Effective Date.

7. Miscellaneous Provisions.

7.1 *Regulatory References.* A reference in this Agreement to a Section in the HIPAA Rules means the Section as in effect or amended.

7.2 *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment, alteration, or modification to this Agreement must be in writing signed by the parties.

7.3 *Interpretation.* Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7.4 *Third Party Beneficiary.* No individual or entity is intended to be a third party beneficiary of this Agreement or the Underlying Agreements.

7.5 *Choice of Law.* This Agreement shall be governed by the laws of the State of Minnesota, except where federal law preempts Minnesota law, and shall be construed in accordance therewith.

7.6 *Binding Nature and Assignment.* This Agreement shall be binding on the parties hereto and their successors and assigns, but neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.7 *Waiver.* No provision of this Agreement may be waived except by agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.8 *Severability.* In the event that any word, phrase, clause, sentence, paragraph, section or provision of this Agreement shall violate any applicable statute, ordinance, regulation or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.9 *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supercedes all prior negotiations, agreements and contracts between the parties, whether oral or in writing, except for the Underlying Agreements referenced herein. However, to the extent the terms of this Agreement conflict or are inconsistent with the provisions in the Underlying Agreements relating to matters covered by this Agreement, the terms of this Agreement shall supercede such provisions.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement.

**COVERED ENTITY**

Le Sueur County Public Health

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

October 2013

**LE SUEUR COUNTY PUBLIC HEALTH  
FINANCIAL SUMMARY FOR 2014**

**INCOME**

**Grants**

Local Public Health Grant (LPHG)	\$	77,993
Maternal Child Health (MCH)	\$	25,659
PH Preparedness (PHEP)	\$	18,217
Cities Readiness Initiative (CRI)	\$	1,882
TANF	\$	30,574
SHIP	\$	1,785
IPI, EHDI and EHD	\$	6,041
<b>Total</b>	<b>\$</b>	<b>162,151</b>

**Fees For Home Care**

Medicare	\$	23,861
Medical Assistance	\$	143,878
Private Pay	\$	40,421
Veterans Administration	\$	51,240
Waivered Services (AC, HM)	\$	23,475
Insurance	\$	86
UCare MSHO, MSC+	\$	93,154
SecureBlue MSHO, MSC+	\$	152,312
<b>Total</b>	<b>\$</b>	<b>528,427</b>

**Fees Waiver Team/ Case Management**

UCare	\$	105,217
Blues	\$	220,091
Waiver (CM + Case Aide)	\$	157,099
PAS	\$	133,767
PCA - MA	\$	2,348
<b>Total</b>	<b>\$</b>	<b>618,522</b>

**Miscellaneous**

Supplies, Refunds & Misc Revenue	\$	78
Waiver Pass Through	\$	66,420
(Bus, Chore, Home Mods)	\$	66,498

**Fees for Health Promotion**

CTC Contract	\$	52,385
CTC Clinic	\$	-
Immunizations	\$	2,116
WIC	\$	107,319
Early Childhood Screening	\$	2,948
Hepatitis Vaccinations	\$	1,620
Donations	\$	150
Flu Vaccinations	\$	14,870
Family Health MA	\$	11,477
Buccal Swabs	\$	-
<b>Total</b>	<b>\$</b>	<b>192,885</b>

**INCOME GRAND TOTAL** **\$ 1,568,483**

**EXPENSES**

**Salaries**

Nurses	\$	986,132
Nutrition Educator	\$	23,800
Support Staff	\$	101,711
Home Health Aides	\$	109,899
Homemakers	\$	50,286
Fringe Benefits	\$	402,214
PERA Furlough payment	\$	-
Credit for EM time (Pam & Tammy)	\$	(1,244)
Unemployment	\$	-
Per Diem	\$	250
<b>Total</b>	<b>\$</b>	<b>1,673,048</b>

**Transportation Costs**

**\$ 64,848**

**Professional Services**

**\$ 18,295**

**Program expenses**

Waivered Services program expense	\$	559
Waivered Pass through	\$	66,420
MCH - Family Planning	\$	1,666
Medicare	\$	1,925
CTC Outreach supplies	\$	1,924
LPHG	\$	9,526
WIC	\$	873
PHEP/ PH Preparedness	\$	717
CRI	\$	368
PAS	\$	-
TANF	\$	241
Flu Vaccine	\$	13,739
SHIP	\$	5,759
<b>Total</b>	<b>\$</b>	<b>103,717</b>

**Operating Expenses**

Staff Expenses, Training, Education	\$	2,214
Printing & Advertising	\$	4,898
Agency Dues & Licensing	\$	4,170
Refunds	\$	1,123
Office Supplies; UPS	\$	2,801
Nursing Supplies	\$	6,614
Equipment	\$	7,985
Subscriptions	\$	349
Sales Tax	\$	26
MN Care Tax	\$	368
Repairs & Maintenance	\$	-
<b>Total</b>	<b>\$</b>	<b>30,548</b>

Misc Auditor's expense-reconcile **\$ (1)**

**EXPENSES GRAND TOTAL** **\$ 1,890,455**

County Tax dollars used \$321,972

**Public Health under budget by \$31,871**

**LE SUEUR COUNTY PUBLIC HEALTH  
COMMUNITY HEALTH PROGRAM - FINANCIAL SUMMARY FOR 2014**

**INCOME**

**Grants**

Local Public Health Grant	\$ 16,637
<b>Total</b>	<b>\$ 16,637</b>

**Fees**

Water, Wells	\$ 5,825
Food, Beverage & Lodging	\$ 100,670
MHP / RCA licenses	\$ 10,611
<b>Total</b>	<b>\$ 117,106</b>

**Misc. Reimbursement**

Property Tax - delinquent	\$ -
Misc. reimbursement (Pools)	\$ 2,925
<b>Total</b>	<b>\$ 2,925</b>

**EXPENSES**

**Salaries**

EHS and Office Assistant	\$ 70,135
Fringe Benefits	\$ 27,214
Weekend compensation	\$ -
<b>Total</b>	<b>\$ 97,349</b>

**Transportation Costs**

	\$ 4,081
--	----------

**Payment to Waseca County**

	\$ 35,088
--	-----------

**Program/ Operating expenses**

Printing, Publishing & Advertising	\$ 334
Dues & Subscriptions	\$ 277
Postage	\$ 155
Lab expenses	\$ 172
Training	\$ 464
Repairs & Maintenance	\$ -
Convention Expense	\$ 426
Sales Tax	\$ -
Miscellaneous	\$ 13
Core Function Fee Payment	\$ 1,000
Refunding	\$ 10
Books, Ledgers	\$ 23
Stationary & Forms	\$ 281
Office Supplies	\$ 448
Educational Materials	\$ -
Equipment	\$ 179
<b>Total</b>	<b>\$ 3,782</b>

Auditor's Office Reconcile	\$ (20)
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**INCOME GRAND TOTAL     \$    136,668**

**EXPENSES GRAND TOTAL     \$    140,280**

County Tax dollars used: 0    Dollars used from reserves to balance: \$3,612

Community Health under budget by \$2,119 for 2014

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# **Le Sueur County, MN**

**Tuesday, March 3, 2015**

**Board Meeting**

## **Item 6**

**9:55 a.m. Human Resources ( 5 min)**

**Staff Contact:**



# Human Resources

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88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

## **HUMAN RESOURCES AGENDA ITEMS March 3, 2015**

Recommendation to approve the retirement request of Judy Ykema, full time Eligibility Worker in Human Services, effective May 29, 2015. Judy has been employed with Le Sueur County since February 1974.

Recommendation to post and request the merit list for a full time Eligibility Worker as a Grade 6, Step 1 at \$16.74 per hour.

*Equal Opportunity Employer*

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# **Le Sueur County, MN**

**Tuesday, March 3, 2015**

**Board Meeting**

## **Item 7**

**10:00 a.m. Veeam License Addition (5 min)**

**Staff Contact: Scott Gerr--MIS**



Pricing Proposal  
Quotation #: 9270271  
Created On: Feb-25-2015  
Valid Until: Mar-27-2015

County of Le Sueur MN

Inside Account Executive

**Scott Gerr**  
Phone: (507) 357-8286  
Fax:  
Email: sgerr@co.le-sueur.mn.us

**Anthony Favia**  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-477-6479  
Fax:  
Email: Anthony\_Favia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Backup Essentials Enterprise for VMware - License - 2 CPU sockets - public sector - ESD Veeam Software - Part#: P-ESSENT-VS-P0000-00 <b>Note:</b> License	1	\$1,291.30	\$1,291.30
2 Veeam 24/7 Uplift - Technical support - phone consulting - 1 year - 24x7 - for Veeam Backup Essentials Enterprise Bundle for VMware - 2 sockets Veeam Software - Part#: V-ESSENT-VS-P024Y-00 <b>Note:</b> Tech Support	1	\$75.00	\$75.00
Subtotal			\$1,366.30
Total			\$1,366.30

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO  
Please include billing and shipping in PO.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



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# Le Sueur County, MN

Tuesday, March 3, 2015

## Board Meeting

### Item 8

**10:05 a.m. Darrell Pettis**

*RE: Le Center and Le Sueur Wellhead Protection Plans*

*RE: SSTS Bulletin*

*RE: Le Sueur Waseca Group Home Transfer from Misc. Revenues to Revenue*

*RE: State Aid Bond Resolution*

*RE: Board of Appeal and Equalization, June 20, 2015 Meeting Date*

*RE: CSAH 23 Project Final*

Staff Contact:



# THE CITY OF LE CENTER

Date: 1-29-15

To: Joe Doherty, Chairperson, Le Sueur County Board  
Roger Ruhland, District Manager, Le Sueur Soil and Water Conservation District  
Kathy Brockway, Director, Environmental Services Department  
Lauren Klement, Water Plan Coordinator, Le Sueur County Environmental Services Dept  
Andrew Nicolin, Le Sueur County Community Health  
Glendon Braun, Chairperson, Le Sueur Soil and Water Conservation District  
Nicole Griensewic, Exec. Director, Region 9 Development Commission  
Pat Bailey, Planner, Source Water Protection Unit, Minnesota Department of Health  
Trudi Witkowski, Source Water Protection Unit, Minnesota Department of Health  
Robyn Hoerr, Groundwater Spec, MN Rural Water Association

From: Pat Kaderlik, City of Le Center

Re: Wellhead Protection Plan Amendment, Part 1, for the City of Le Center

The City of Le Center is in the process of amending our wellhead protection plan for its drinking water supply wells. As required by the Minnesota Wellhead Protection Rule (part 4720.5330, subpart 6), the Minnesota Department of Health approved Part 1 of the wellhead protection plan amendment for our system. This portion of the plan includes information pertaining to:

1. The delineation of the wellhead protection area,
2. The drinking water supply management area boundary, and
3. The well and drinking water supply management area vulnerability assessment.

Enclosed please find the items listed above. If you would like a complete copy of the amended Part 1 plan containing the technical information used to delineate the wellhead protection area, drinking water supply management area, and vulnerability of the wells and aquifer, please contact me at 507-340-7116

Consistent with the Wellhead Protection Rule (part 4720.5330, subpart 7), a Public Information Meeting has been scheduled during the City Council Meeting on 2-10-15 at 7:00PM Le Center City Hall 10 west Tyrone St 56057 to discuss issues and concerns with this portion of the plan amendment. We welcome your participation at this event.

If you have any questions concerning this matter, please contact me.

10 WEST TYRONE ST. ★ LE CENTER, MN 56057  
507-357-4450

## 8.1 Assessment of Well Vulnerability

The vulnerability assessments for each well used by the city of Le Center are listed in Table 1 and are based upon the following conditions:

- 1) Well construction meets current State Well Code specifications (Minnesota Rules, part 4725), meaning that the well itself should not provide a pathway for contaminants to enter the aquifer used by the public water supplier;
- 2) The geologic conditions at the well site include a cover of clay-rich geologic materials over the aquifer that is sufficient to retard or prevent the vertical movement of contaminants; and
- 3) None of the human-caused contaminants regulated under the federal Safe Drinking Water Act have been detected at levels indicating that the well itself serves to draw contaminants into the aquifer as a result of pumping (Alexander and Alexander, 1989).
- 4) Water samples collected from the wells were analyzed for tritium, nitrate, chloride and bromide. No tritium or nitrate was detected in the samples, confirming the non-vulnerable nature of the well (Alexander and Alexander, 1989). In addition, the chloride and bromide results confirm that the well has not been impacted by land-use activities (Table 9).

**Table 9 - Isotope and Water Quality Results**

Well	Date	Tritium (TU)	Nitrate (mg/L)	Chloride/Bromide ratio	Chloride (mg/L)	Bromide (mg/L)
1 (218357)	7/29/2002	< 0.8				
"	8/2/2011			22.4	0.616	0.0275
"	5/20/2014		< 0.05			
3 (638489)	7/29/2002	< 0.8				
"	8/2/2011			30.5	0.861	0.282
"	5/20/2014		< 0.05			
4 (754822)	5/20/2014		< 0.05			

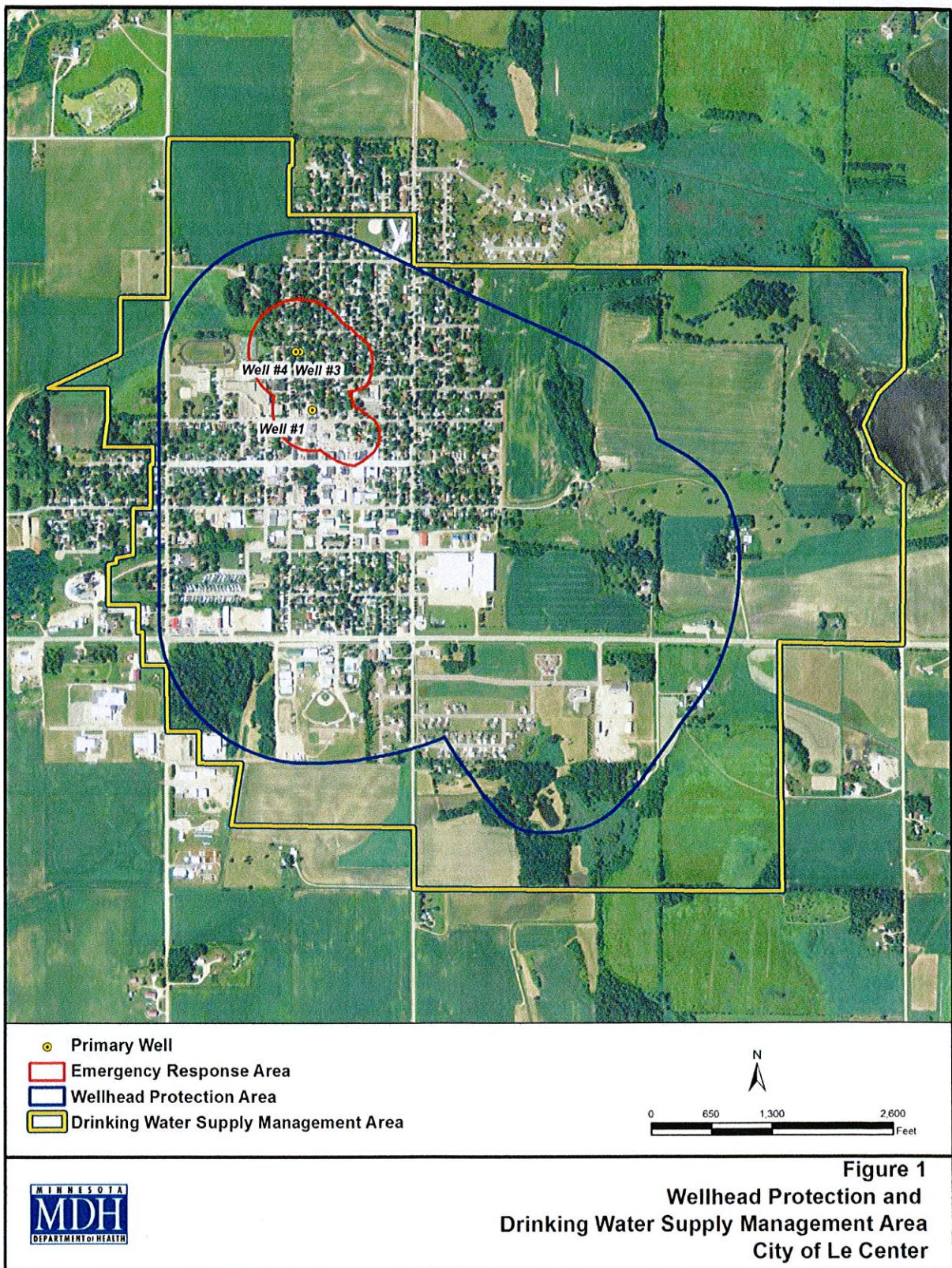
## 8.2 Assessment of Drinking Water Supply Management Area Vulnerability

The vulnerability of the DWSMA is based upon the following information:

- 1) Isotopic and water chemistry data from wells located within the DWSMA indicate that the aquifer contains water that has no detectable levels of tritium or human-caused contamination.
- 2) Review of the geologic logs contained in the CWI database and geological maps and reports indicate that the aquifer exhibits a low geologic sensitivity throughout the DWSMA and is isolated from the direct vertical recharge of surface water.

Therefore, the vulnerability of the DWSMA is low throughout the area.





Date: February 16, 2015

To: Pat Bailey, Principal Planner  
Minnesota Department of Health  
Source Water Protection Unit  
18 Wood Lake Drive  
Rochester, MN 55901

Robyn Hoerr, Groundwater Spec.  
MN Rural Water Association  
10641 184<sup>th</sup> Ct. NW  
Elk River, MN 55330

Trudi Witkowski  
MN Department of Health  
Sourcewater Protection Unit  
PO Box 64975  
St. Paul, MN 55155

Nicole Griensewic, Executive Dir.  
Region 9 Development Commission  
P.O. Box 3367  
Mankato, MN 56002

Joe Doherty, Chairman  
Le Sueur County Board of Commissioners  
30048 261st Avenue  
Le Sueur, MN 56058

Glendon Braun, Chairman  
Le Sueur County Soil and Water Conservation District  
181 W. Minnesota Street  
Le Center, MN 56057

Lauren Klement, Water Plan Coordinator  
Le Sueur County Env. Services Dept.  
88 S. Park Avenue  
Le Center, MN 56057

Andrew Nicolin  
Le Sueur County Community Health  
88 S. Park Avenue  
Le Center, MN 56057

Roger Ruhland, District Manager  
Le Sueur County Soil and  
Water Conservation District  
181 W. Minnesota Street  
Le Center, MN 56057

Kathy Brockway, Director  
Le Sueur County Env. Services Department  
88 S. Park Avenue  
Le Center, MN 56057

From: Greg Drent, City of Le Sueur

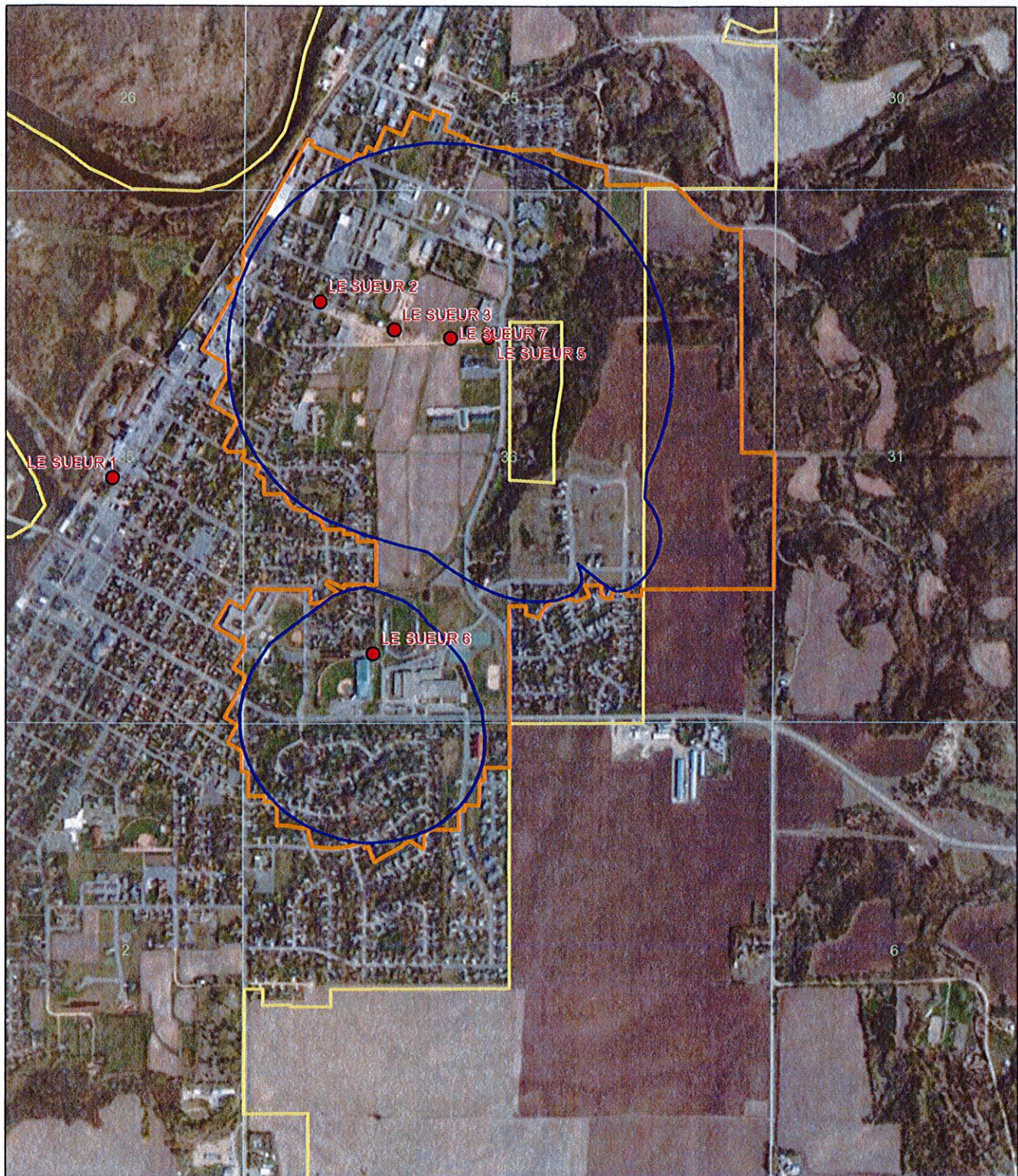
Re: Wellhead Protection Plan, Part 1, for the City of Le Sueur

The City of Le Sueur is in the process of developing a wellhead protection plan for its drinking water supply wells. As required by the Minnesota Wellhead Protection Rule (part 4720.5330, subpart 6), the Minnesota Department of Health approved Part 1 of the wellhead protection plan for our system. This portion of the plan includes information pertaining to:

1. The delineation of the wellhead protection area,
2. The drinking water supply management area boundary, and
3. The well and drinking water supply management area vulnerability assessment.

Enclosed please find the items listed above. If you would like a complete copy of the Part 1 plan containing the technical information used to delineate the wellhead protection area, drinking water supply management area, and vulnerability of the wells and aquifer, please contact me at 507-665-3338.





1038 Ruggles St., Roseville, MN 55113  
Phone: (612) 354-2549  
[www.sourcewater-solutions.com](http://www.sourcewater-solutions.com)

#### Legend

- WHPA ( 10 Yr. Capture Zone )
- DWSMA
- Municipal Boundary
- Municipal Wells
- Twshp Rnge Sec



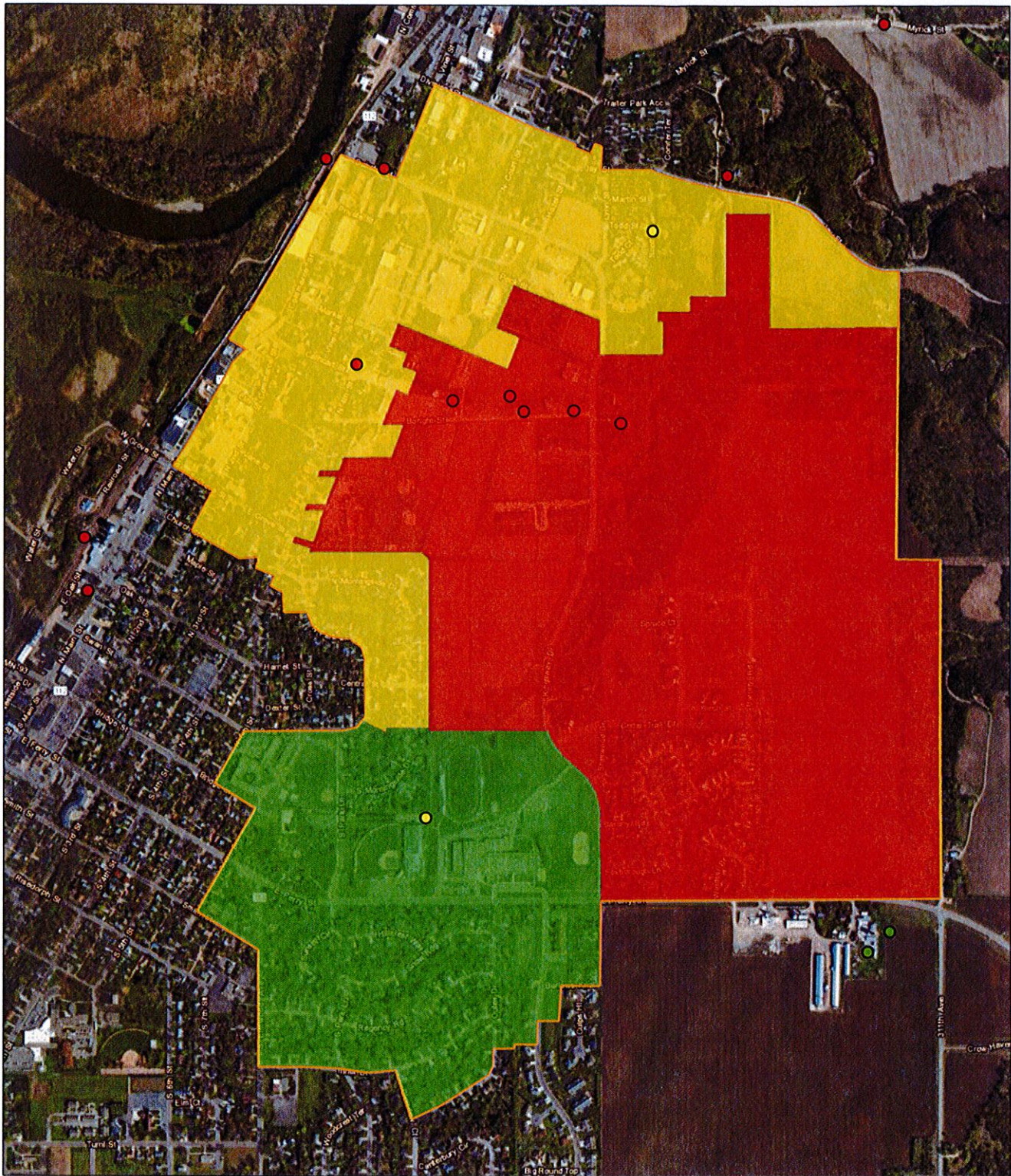
0 135 270 540 810 Meters

#### Figure 2

Drinking Water Supply  
Management Area  
(DWSMA)

Le Sueur Wellhead  
Protection Plan





Phone: (612) 701-7343  
[www.sourcewater-solutions.com](http://www.sourcewater-solutions.com)

### Legend

L Score	Vulnerability
● 0	High
● 1 - 2	Moderate
● 3 - 16	Low



0 90 180 360 540 Meters

### Figure 13

DWSMA  
 Vulnerability

Le Sueur Wellhead  
 Protection Plan



## **6.0 Delineation of the Drinking Water Supply Management Area**

Boundaries used to delineate the Drinking Water Supply Management Area (DWSMA) are described above in Section 3.2. The DWSMA boundary was defined using the following features (**Figure 2**):

- public land surveys (including township, range, and section boundaries),
- roads, and
- property lines (Le Sueur parcel data).

A GIS shapefile of the DWSMA is provided in **Appendix D**.

## **7.0 Vulnerability Assessments**

The Part I wellhead protection plan includes the vulnerability assessments for the public water supply wells and the DWSMA. These vulnerability assessments are used to help define potential contamination sources within the DWSMA and to select appropriate measures for reducing the risk that they present to the public water supply.

### **7.1 Assessment of Well Vulnerability**

The vulnerability assessment for each well used by the public water supplier is listed in **Table 1** and is based upon the following conditions:

- 1) Well construction meets current state Well Code specifications (Minnesota Rules, part 4725) and the well itself does not provide a pathway for contaminants to enter the aquifer used by the public water supplier;
- 2) The geologic conditions at the well site include a cover of geologic materials over the aquifer that is sufficient to retard or prevent the vertical movement of contaminants;
- 3) None of the human-caused contaminants regulated under the federal Safe Drinking Water Act have been detected at levels indicating that the well itself serves to draw contaminants into the aquifer as a result of pumping.
- 4) Nitrate analysis of water from each well.

**Results of the well vulnerability analysis** – The MDH Source Water Protection (SWP) Vulnerability rating for Le Sueur’s municipal wells determined Wells 2 and 5 to be vulnerable and Wells 6 and 7 to be not vulnerable. There was no vulnerability analysis provided for Well 3.

The QWTA wells (Wells 2 and 5) have a very high geologic sensitivity rating and L scores of 0. Tritium samples have not been analyzed from Wells 2 and 5, however both wells have detectable levels of nitrate therefore, the wells have been designated as vulnerable. Based upon the well log and its proximity to Wells 2 and 5, Well 3 has also been designated as vulnerable.

The bedrock wells (Wells 6 and 7) have low and very low geologic sensitivity ratings respectively. Well 6 has an L score of 4 and no detectable nitrate. Well 7 has an L score of 9 and no nitrate detection. Both Wells 6 and 7 have been designated as not vulnerable. These L-scores and sensitivity ratings are based upon the overlying surficial geology and the presence of any protective confining units. The MDH scoring sheets are presented as **Appendix F**.

### **7.2 Assessment of Drinking Water Supply Management Area Vulnerability**

The vulnerability of the DWSMA is shown in **Figure 13** and is based upon the following information:



Boring logs available for wells within, and near the DWSMA, were reviewed for the presence of clay thicknesses. Geologic cross-sections were developed and provided by the MDH and are included as **Figures 5, 6, and 7.**

MDH guidance (MDH, 1997) was followed in determining the DWSMA vulnerability. L-scores were calculated based upon DNR geologic sensitivity guidelines for wells within and around the DWSMA.

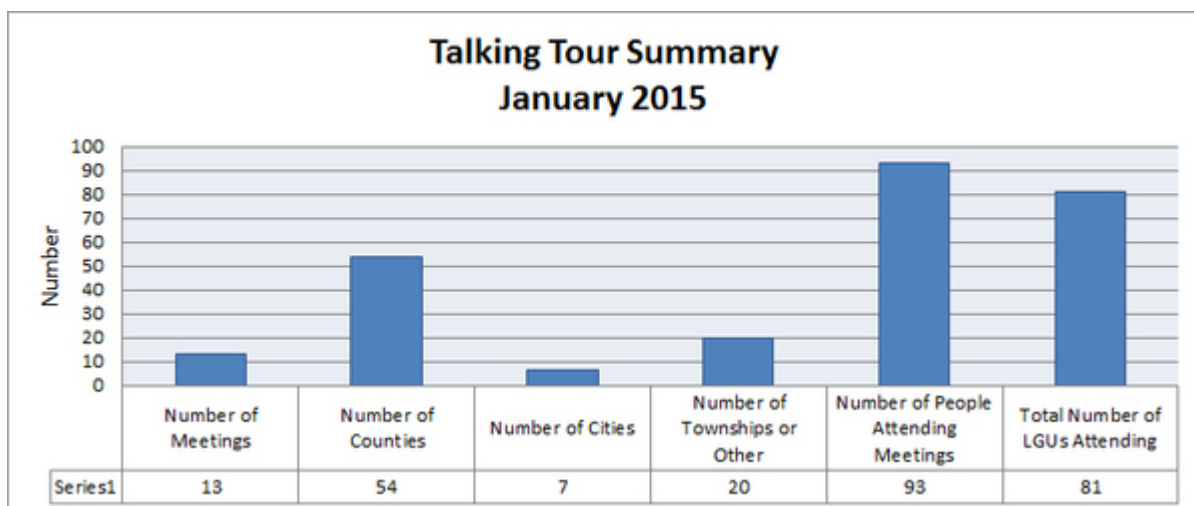
A review of the geologic logs contained in the CWI database and geological maps and reports indicate that the QWTA used by Wells 3 and 5, exhibits a high to moderate geologic sensitivity. The FIG and MTS aquifers used by Wells 6 and 7, exhibit a low geologic sensitivity. Boring logs available for wells within and near the DWSMA were reviewed for the presence of clay thicknesses and L-scores were calculated. Most of the wells in the northern portion of the DWSMA had L-scores of 0, meaning there were no continuous clay layers greater than 10 feet in thickness. L-Scores for wells in and near the southern portion of the DWSMA showed greater clay layer thicknesses.

Wells 3 and 5 use the high to moderately sensitive QWTA and are more vulnerable to surface contamination. The capture zones for Wells 3 and 5 were used to divide the northern portion of the DWSMA into moderate and highly vulnerable areas. The land surface above the capture zones for Wells 3 and 5 were assigned a high vulnerability rating and the surrounding areas of the northern part of the DWSMA were assigned a moderate vulnerability rating.

Based on the presence of the clay layers, and because the capture zones for the QWTA wells (Wells 3 and 5) did not extend into the southern portion of the DWSMA, the southern portion of the DWSMA was assigned a low vulnerability rating.



March 2015



## SSTS Talking Tour draws 93 to 13 meetings across the state

The 2015 MPCA SSTS Talking Tour was again a success, drawing 93 SSTS stakeholders to 13 meetings across the state with members of the MPCA SSTS program. There were 81 Local Governmental Units represented out of a total of 259 that administer SSTS programs.

The MPCA holds these meetings to collect feedback and ideas on the Minnesota SSTS program from those who administer the program in counties, cities and townships. Participants shared 107 comments with the Talking Tour team. The majority of comments were addressed at the meetings with no further action required but some require some sort of followup.

For example, stakeholders have mixed feelings about the current tank installation fee of \$25 per tank installed. Some at the meetings felt the fee should be raised to \$35 and apply to the entire system. They cited the amount of book-keeping required to process these fees as well as the time spent in resolving dependencies between the number of tanks the professional reports and information from the reporting entity. Others felt it should not be changed since those who are having only one tank installed would be paying more per tank than those who are installing systems with more than one tank.



Others mentioned the need to find additional ways to help home owners replace faulty septic systems when the household does not have sufficient income to cover those costs without hardship. They said many medium-income families also have a difficult time affording a new septic system.

Thanks again to all who attended. We look forward to seeing all of you again next year.

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## Want to use a tank not on the MPCA list? Get the facts (sheet)

The MPCA maintains a List of Registered Sewage Tanks on [MPCA's website](#). If you want to install a new sewage tank, it needs to be on this list. But what if a tank you want to install is not on the list, then what?

The rules recognize that modifications to registered tanks or "one of a kind tank" are allowed provided a licensed Professional Engineer signs off that the tank meets certain rule requirements AND the local permitting authority accepts it. An MPCA [fact sheet](#) describes these requirements.

Here are a few examples of where non-registered tanks could be used according to the guidelines in the fact sheet:

- a large tank that is custom built for one system
- a registered tank that needs to have the inlet location changed to accommodate a specific installation
- a registered tank that needs to be repurposed from a septic tank to a pump tank or a pump tank to a holding tank or any other possible combinations
- a tank that is reinforced to allow vehicle traffic over the tank.

Have a tank-related question? Contact [Corey Hower](#) or 507-206-2603.



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## Helped by good record-keeping, Todd County SSTS inventory project finding, fixing bad septics in lake country



*Todd County's SSTS inventory project is focused on finding, fixing bad septs in lake country in the southern end of the county.*

An SSTS inventory project consists of evaluating every SSTS in a given area and then making sure that systems that pose a threat to water or human health get fixed or replaced within a certain timeframe. Counties have learned these inventory projects are one of the best ways to increase SSTS compliance rates.

Some counties prioritize this work by focusing their attention on systems located near lakes that could be impacted by deficient systems. That's the route being taken by Todd County just east of Alexandria.

Since beginning an inventory project in 2011, Todd County has evaluated 1571 systems on 13 lakes, including the largest lake in the county, Lake Osakis in the southwest, and smaller lakes in the southeast.

The compliance rate for 13 lakes inspected thus far is 94 percent. A total of 56 systems have been updated since the inventory began in 2011. Of the 1571 systems inspected, 99 still require updating. Four more lakes will receive sewer inspections in 2015.

Chris Arens (pictured at right) with the Todd County Planning and Zoning Department said conducting the inventory can be tricky in some areas where rocky soil makes it difficult to use an auger to get an accurate soil profile description, which is important when determining whether or not a system might be impacting ground water.



On the other hand, aiding the inventory project is the fact that Todd County has kept very good records since the late 1970s on septic installations and inspections. Arens said using this information makes it easier to determine where problem systems might exist based on date of installation. The records also aid in locating systems and determining the depth of the treatment area.

#### **Extending courtesies helps with homeowner buy-in**

Arens himself did the inspections for eight of the nine lake inventories since 2013 and says virtually all of the homeowners he worked with were friendly and accommodating. "I sent each of them a letter letting them know what I was planning to do and that they should let me know if they would like to be there when I performed the inspections," said Arens, who added many people appreciated learning about how their septic system works and the value of regular maintenance.

"One man told me he didn't think his tank had been pumped for maybe 10 years. I told him that getting his tank pumped on a regular basis, every three years or so, will help his drain field last longer and save him money in the long run," Arens said. "It's just like making sure you change the oil in your car on a regular basis if you want



it to last a long time."

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## A shout out to MOWA, contractor for Whispers of Hope work

Like furnaces and foundations, septic systems aren't the first thing people think about when remodeling. But working septic systems are critically important to our state's lakes and rivers and to protect our health from diseases in wastewater.

That's why a \$5,000 donation from the Minnesota Onsite Wastewater Association (MOWA) and services donated by Advanced Septic Solutions was such a big deal for Whispers of Hope, a rural Rice County women's shelter. Whispers of Hope is a residential and non-residential counseling ministry serving young women who are struggling with difficult issues in their lives.

The donation and equipment helped Whispers of Hope install a new septic system that was required to meet the needs of the seven-acre facility.

Located near Northfield, Whispers opened in 2014, and the first residents arrived last July. The MOWA donation and contractor services provided by Tom Wirtzfeld and his crew at Advanced Septic Solutions in Northfield paid for a new septic system that will keep the facility in compliance with local county septic system requirements and protect nearby ground and surface water. The new system allows them to combine the residential home, a counseling shed and an activities barn into one complete system.

For the generous donation and effort, MPCA thanks MOWA and Tom Wirtzfeld and his crew at Advanced Septic Solutions for going above and beyond to protect water!

*This barn, built in 1919, has been renovated by Whispers of Hope to offer concerts, worship, conferences, group counseling, arts and crafts, and fitness opportunities for its residents. It's one of the facilities now being served by a new septic system built with donations of time and money.*



## Biscay replaces faulty septic systems with new community MSTS (Midsized Soil Treatment System)



The City of Biscay in McLeod County has a new MSTS (Midsized Soil Treatment System) which replaced 29 of the 51 septic systems in the city. Of the 29 septic systems that were replaced, 21 had been deemed as posing an imminent threat to health. The new system, installed in 2014, is designed for 9,500 gallons per day.

The system is composed of a collection system with a combination of grinder pumps and gravity sewer. There is 4,150 feet of force main pipe from the lift station to the soil treatment system, which is composed by a number of mounds.

A geotechnical study consisting of soil and site survey with groundwater investigation indicated nitrogen would not pose a risk, or impact groundwater.

Project funding was made possible via loan and grant funding from the Small Community Wastewater Treatment Program through the Public Facilities Authority, and SSTS Abatement grant funding from the Board of Water and Soil Resources. Project partners were the City of Biscay, McLeod County, Midwest Assistance Program, and project engineers, Wenck Associates.

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### SSTS Calendar

March 12 - SSTS Advisory Committee, 10 a.m. - 3 p.m., St. Cloud. Contact [Aaron Jensen](#) for information.

March 13 – SSTS Basic Design Exam Piloting. MPCA St. Paul office. Contact is [Nick Haig](#).

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### MPCA SSTS staff - who to call

Detailed contact information for MPCA SSTS staff is available on the [MPCA website](#). All MPCA staff can be reached at 651-296-6300 or toll-free at 1-800-657-3864. [Past editions of the SSTS Bulletin](#) are available on the MPCA website.

