

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	November 19, 2024	Staff Lead:	Abby Villaran
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Community Support Program (CPS) Grant Agreement		

BACKGROUND:

The Community Support Program (CSP) grant agreement supports continued efforts to provide community-based services to individuals who are identified as Seriously and Persistently Mentally Ill (SPMI) in the total amount of \$381,500 for the period of January 1, 2025, through December 31, 2026.

This is the same amount as the previous grant.

RECOMMENDATION: GCHHS Department recommends approval as requested.



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration (“STATE”) and Goodhue County, an independent grantee, not an employee of the State of Minnesota, located at 426 West Ave Red Wing MN 55066 (“COUNTY”).

RECITALS

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

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

1.2. Expiration date.

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

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

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

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

2. COUNTY'S DUTIES.

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

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

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

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Terms of payment

- a. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **three hundred eighty-one thousand five hundred dollars (\$381,500.00)**.
 1. The total obligation covers two full calendar years.
 2. In calendar year 2025, the COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY more than half of the total obligation/total budget amount indicated in Attachment B.
 3. Underspending in calendar year 2025 is not available for use in future calendar years.
- b. Advance.** The COUNTY will receive an initial payment of \$47,688.00 which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of each calendar year during the contract term.
- c. Reconciliation.** Any portion of the cash advances that are unspent must be returned to STATE at the end of each calendar year of the contract term.
- d. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-based Grant Fiscal Report (DHS-2895) specific to the grant and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

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

a. Compensation.

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

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

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

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or

performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

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

4.4. Unexpended Funds.

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

5. PAYMENT RECOURPMENT.

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

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

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- b. Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

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

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

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

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

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

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

7.2. County. COUNTY's Authorized Representative is **Nina Arneson** or successor. Phone and email: **651-385-6115, nina.arneson@goodhuecountymn.gov**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Nina Arneson** or successor. Phone and email: **651-385-6115, nina.arneson@goodhuecountymn.gov.**

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing Agreement and Business Associate Agreements entitled "Information Privacy and Security Agreement Between Minnesota Department of Human Services and County Human Services Agency" and "Business Associate Agreement Between Minnesota Department of Human Services and County Human Services Agency", respectively and executed by DHS and Goodhue County on 4/22/2015 (hereafter "Data Sharing Agreement and Business Associate Agreement") which are incorporated into this CONTRACT by reference, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

11.3. Responsibilities.

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

12. PUBLICITY.

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

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

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

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

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

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

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

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

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY’s certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

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

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

b. Lower Tier Covered Transactions.

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

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

17.3. Entire Agreement.

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

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

18. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

19. SUBCONTRACTS.

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

20. LEGAL COMPLIANCE.

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

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

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

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

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

21. OTHER PROVISIONS

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

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Signature Page Follows

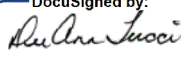
By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

Date: _____

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by: _____ 21-01.
By:  _____
9780AF8E93764DF...
Date: 11/13/2024

Contract No: GRK 259514 _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

2. COUNTY

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

By: _____

Title: Goodhue County HHS Director _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Adult Mental Health Initiative Grant Contract Attachment A

County Responsibilities

The following items need to be reviewed and acknowledged (check the checkbox).
 These items will be evaluated throughout the contract term via site visits and record requests.
 By acknowledging, you are stating that you understand the listed program requirements and that related documents and information may be requested from DHS at any time throughout the contract period.

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

CONTRACT TERM Community Support Program Grant Contract Attachment B

CSP Budget Summary

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

Region or County	CSP Allocation	Amount budgeted	Difference
Goodhue - CSP	\$381,500	\$ 381,500	\$ -

BUDGET SUMMARY #1		BUDGET SUMMARY #2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET #1	BRASS Code	TOTAL BUDGET #2	
Fiscal host fee	\$ -	Fiscal host fee	\$ -	
402x - Community Education and Prevention	\$ -	402x - Community Education and Prevention	\$ -	
403x - Adult Client Outreach	\$ -	403x - Adult Client Outreach	\$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
409x - Pre-petition Screening/Hearing	\$ -	409x - Pre-petition Screening/Hearing	\$ -	
416x - Transportation	\$ 4,000.00	416x - Transportation	\$ 4,000.00	
418x - Client Flex Funds	\$ -	418x - Client Flex Funds	\$ -	
419x - Court-related Services and Activities	\$ -	419x - Court-related Services and Activities	\$ -	
420x - Peer Support Services	\$ -	420x - Peer Support Services	\$ -	
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -	
434x - Community Support Program Services	\$ 15,000.00	434x - Community Support Program Services	\$ 15,000.00	
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ -	
437x - Supported Employment / Individualized Placement and Support Services	\$ -	437x - Supported Employment / Individualized Placement and Support Services	\$ -	
438x - Assertive Community Treatment (ACT)	\$ -	438x - Assertive Community Treatment (ACT)	\$ -	
443x - Housing Subsidy	\$ -	443x - Housing Subsidy	\$ -	
446x - Basic living / Social Skills and Community Integration	\$ 171,750.00	446x - Basic living / Social Skills and Community Integration	\$ 171,750.00	
451x - Emergency Response Services	\$ -	451x - Emergency Response Services	\$ -	
452x - Adult Outpatient Psychotherapy	\$ -	452x - Adult Outpatient Psychotherapy	\$ -	
454x - Adult Outpatient Medication Management	\$ -	454x - Adult Outpatient Medication Management	\$ -	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -	
474x - Intensive Residential Treatment Services (IRTS)	\$ -	474x - Intensive Residential Treatment Services (IRTS)	\$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	
493x - Adult General Case Management	\$ -	493x - Adult General Case Management	\$ -	
TOTAL CSP FUNDS #1	\$ 190,750.00	TOTAL CSP FUNDS #2	\$ 190,750.00	\$ 381,500.00