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

# REQUEST FOR BOARD ACTION

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| **Requested Board Date:** | November 17, 2026 | **Staff Lead:** | Kris Johnson |
| **Consent Agenda:** | ☒ Yes<br>☐ No | **Attachments:** | ☒ Yes<br>☐ No |
| **Action Requested:** | Review and Approve Southeast Adult Mental Health Initiative (SE AMHI) Cooperative Agreement, and Community Based Compact and By-Laws Updates | | |

**BACKGROUND:**

Since 1995, Goodhue County has collaborated with the ten counties in the Southeast Region to integrate state financial resources dedicated to mental health support and services into the SE AMHI Initiative (formerly CREST).

The Southeast Mental Health Initiative (SE AMHI) is a collaborative with DHS and the local mental health authorities in Southeast Minnesota counties - Fillmore, Goodhue, Houston, MNPrairie (Dodge & Waseca), Mower, Olmsted, Steele, Wabasha, and Winona. The SE AMHI implements current and new community based-mental health services for people with serious and persistent mental illness.

This Compact and Bylaws have been updated including reflecting the change with Steele County departing MNPrairie County Alliance.

For the 2027-2028 calendar years, SE AMHI has been awarded $10,132,716.00. These funds are allocated as determined by the Directors' Group and Regional Management Team.

Olmsted County serves as the fiscal host for the SE AMHI and receives $155,000 to serve as fiscal host, which includes record keeping, accounting and fiscal duties, implementing specific AMHI contracts, ensuring contracted providers are billing eligible insurance, ensuring that counties are following DHS Policy 08-10, and ensuring that data reporting is completed.

**RECOMMENDATION:** GCHHS Department recommends approval of the agreement as requested.

**COOPERATIVE AGREEMENT**
**SE AMHI INITIATIVE**
**2027-2028**

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

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

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

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

WHEREAS, SE AMHI membership is comprised of: representatives from each Participating County including one representative from the two (2) counties which make up the Minnesota Prairie County Alliance and one representative from the Department of Human Services, Mental Health Division; and

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

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

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

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into SE AMHI for Calendar Years 2027 and 2028, from January 1, 2027 to December 31, 2028. The total of the State funded allocation for calendar years 2027 and 2028 is anticipated to be $10,132,716.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of SE AMHI related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of SE AMHI may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received at an amount not anticipated, the additional or less than anticipated grant funds will be communicated to all Participating Counties and budgets will be adjusted collaboratively.

4. SE AMHI funds will be allocated as determined by the Directors Group and Regional Management Team throughout the nine (9) participating SE AMHI County agencies and reviewed at least quarterly.
5. If the State requests that allocated funds distributed through SE AMHI be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive $155,000.00, each year of this Agreement, to act as fiscal host for these SE AMHI funds. Fiscal host duties shall include, but are not limited to:
    a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
    b. Performing all SE AMHI accounting and fiscal reporting duties, including:
        1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
            a) All expenditures must be for services, or items necessary for the delivery of those services.
            b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance). Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
            c) The budgets, expenditures, and programs are subject to periodic review by the Commissioner of DHS.
            d) Expenditures shall be reported by Olmsted County to DHS on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895).
            e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
        2) Implement SE AMHI-specific contracts with existing and potential providers of SE AMHI-funded services.
        3) Ensure that the contracted providers are billing eligible insurance before accessing SE AMHI grant funding.
        4) Ensure that Participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over $50,000.

5) Ensure that Participating Counties and contracted providers are completing all required invoices and data reporting, including the Adult AMHI Reporting Tool.
    a) Participating Counties will complete and submit to Olmsted County on a monthly basis the Adult AMHI Reporting Tool within 15 days of the end of the month.
    b) If a Participating County is submitting internal staff time using the SEAGR rate, those submissions must be completed within 15 days of the end of the quarter.
    c) For November and December submissions, all submissions must be in by the first Friday of December.

7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
9. Each Participating County acknowledges that it has received any funding documentation from DHS and will comply with all grant provisions set forth by DHS.
10. If the grant provisions require documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor, it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to SE AMHI and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating

County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2027 through December 31, 2028 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 17 below.
17. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
    a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
    b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
    c. If any Participating County chooses to opt out of providing SE AMHI-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the SE AMHI funds amongst the remaining Participating Counties.

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

18. Participating Counties shall individually sign and return this Agreement to Contract Management. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management
19. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF __GOODHUE____

By: _____ Dated: _____
Title: Chairperson of the HHS Board

ATTESTED TO:

By: _____ Dated: _____
Title: HHS Director

APPROVED AS TO FORM AND EXECUTION:

By: _____ Dated: _____
Title: Lead County Attorney

# SE AMHI
# Community Based Compact and By-Laws

## A. Purpose

### SE AMHI Mission

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

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

## B. History

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

## C. Project Description

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

**D. Compact Principles**

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

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

**E. Compact Membership**

The membership of the SE AMHI includes:

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

**F. Administrative Structure**

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

reserved to those County Boards.

a) The primary purpose of the Directors Group is to guide, direct and assist in the implementation of community based mental health services. Specific purposes include:
   1) Providing policy, implementation and outcomes-oriented level guidance regarding mental health services to ensure operational decisions are consistent with State and Local priorities.
   2) Providing feedback and assistance in demonstrating evidenced-based best practices and principles that may serve as an impetus for statewide changes in the way mental health services are delivered.
   3) The Directors Group is responsible for the fiscal policy and direction of the SE AMHI. Olmsted County is the fiscal host and takes its direction from the Group.
   4) The Contract Management Team will develop/renew all SE AMHI regional contracts based on guidance and direction from the Directors Group.

b) The SE AMHI Directors Group will meet monthly (the second Friday of each month) in person, with virtual meetings available as needed and/or as determined by the Directors Group. The Directors will adopt and amend annual budgets; consider and recommend transactions including staffing, contracts, leases, and grant applications; and adopt and amend bylaws. The SE AMHI will be overseen by the Directors' Group that is comprised of the following representatives:

c) County Entities (9)
   1) One voting representative from each of the participating county entities when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Steele, Wabasha, and Winona. Each voting representative is designated by the respective Local Mental Health Authority.
   2) If a voting representative is unable to attend, that participating county entity may send a replacement voting member. The expectation is that the replacement voting member will be fully briefed and prepared to vote on any matters before the Directors Group.
   3) Participating county entities may send additional non-voting representatives to participate in meetings as needed based on the agendas.
   4) Membership terms are sent by each Local Mental Health Authority.

d) Department of Human Services (2)

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

e) Other Representatives

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

f) Chair: The Directors Group will be chaired on a rotating basis by the voting representative from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name.
   1) The Chair will prepare agendas and related materials in collaboration with the Vice Chair, SE AMHI regional staff and/or others as needed.
   2) The Chair will preside over meetings.
   3) If the Chair is unable to attend a Directors Group meeting the Vice Chair will preside over the meeting.

g) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example, if the Fillmore County representative is Chair, the Vice Chair will be the Goodhue County representative. The Vice-Chair position will also rotate annually based on alphabetical order of county entity name.
   1) The Vice Chair will assist with agenda preparation and chair meetings when needed.

h) Directors Group Minutes: The Directors Group minute taking will be completed via an electronic platform in accordance with Olmsted County Information Technology Solutions (ITS) requirements.

i) Decision Making: An attempt will be made to settle all Directors Group issues through a consensus model of decision making; however, a quorum shall consist of five members of the Directors Group for any meeting. A quorum must be present, either in person or via technology, for decisions to be made.

2. <u>SE AMHI Regional Management Team:</u> The day-to-day operations of the SE AMHI will be administered by the SE AMHI Regional Management Team. The RMT meets regularly, held in person or virtually, but at least one meeting a quarter must be held in person. The November RMT meeting will always be held in person so that RMT can hold elections and review consumer per diem rates. The RMT will submit minutes and/or reports and recommendations to the SE AMHI Directors Group for review. The SE AMHI RMT will be comprised of the following representatives:

   a) County Entities (9)
      1) One voting representative from each participating county entity when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Steele, Wabasha, and Winona. Each representative will be designated by the respective Local Mental Health Authority.

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

b) Community Members (11)

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

c) Department of Human Services (2)

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

d) Other Representatives

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

e) Chair: RMT Chair will be a voting representative from a participating county entity. Elections for Chair are held in November with the new terms starting in February,

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

f) Vice-Chair: The Vice-Chair position is also selected from the voting members of the participating county entities in November with a term start of February.

1) The Vice Chair will assist with agenda preparation and chair meetings when needed.

g) Secretary: The Secretary position is rotation of county supervisor representatives. The position is voted on in November, and the term starts in February. The Secretary takes minutes at each RMT meeting.

h) SE AMHI Regional Program Coordinator

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

of consumer per diems.

i) The Chair and Vice-Chair position can be held by any county entity representative, whether the person is staff or a consumer representative.

j) Decision Making: An attempt will be made to settle all RMT issues through a consensus model of decision making; however, "majority vote" shall rule when voting on issues.

3. Committees: As needed, either the Directors Group or the RMT may establish a committee or subgroup to achieve a purpose of the SE AMHI. Committee terms and number of members will vary by each committee and will be set by either the Directors Group or RMT. Committee members do not need to be members of the Directors Group or RMT but can be providers, county staff, consumers, community members, etc. The simple majority rule shall be implemented for all committees and subgroups.
   a) Executive Committee: The Directors Group and RMT will each establish an Executive Committee. Each committee will comprise of the Chair, Vice Chair, one at large attendee, the RMT Executive Committee will also include the Secretary, SE AMHI regional staff (as needed) and additional members as needed. Each Executive Committee will review and if needed research topics that come before either the Directors Group or RMT in order to provide recommendations at meetings.
4. Per Diems: For county entity staff serving on either the Directors Group or RMT, that county entity will determine any compensation received for serving. There will be no per diems provided by SE AMHI to county entity staff. The only per diems provided by SE AMHI will be to the RMT consumer representatives. The per diem rate for consumer representatives will be a flat rate to attend each RMT meeting and mileage for those meetings that are in person. Mileage will be reimbursed for in person meetings based on the current IRS rate. The flat per diem will be set annually by the RMT at the RMT May meeting.
5. Conflict of Interest: Directors Group and RMT members must immediately acknowledge a conflict of interest with any particular issue pending before the issue is discussed, as soon as that member believes that an actual, or apparent, conflict exists. Members are expected to maintain the highest ethical standards, which include the avoidance of even the appearance of impropriety.

## G. Roles and Responsibilities of Each Party

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

1. Joint Responsibilities
   a. Participate in the SE AMHI Directors Group. The Group is established to ensure Compact implementation, monitoring, and

compliance. The Group has created its own operating bylaws, which are incorporated in the Compact.

b. Review and approve any Compact amendments.
c. Prepare and approve Memorandum of Understandings which supports the goals of the initiative.
d. Carry out the roles and responsibilities assigned to each party by M.S. 245.461, 2568.0622, 256B.0623 and 2568.0624.
e. Meet to review progress in implementing services and activities and to support each other in the attainment of outcome measures.
f. Explore ways to find startup funds for any new community-based programs.

2. Local Mental Health Authority Responsibilities
   a. Provide guidance and information on local community needs and programming that can address those needs.
   b. Implement services and activities that correspond to the identified consumer outcomes in the Compact.
   c. Collect and report data as necessary to determine the success of meeting the outcome targets.
   d. Work with DHS to develop, implement, and administer a consumer satisfaction survey.
   e. Assign a county representative to the SE AMHI Directors Group and one to the SE AMHI RMT.
   f. Designate an entity as fiscal host for the grant funds and revenues generated by the SE AMHI. See Section G4 - Fiscal Host Responsibilities.
   g. Ensure consumers and other local stakeholders participate fully in the planning process.

3. DHS Responsibilities
   a. Affirm that DHS has the fundamental and primary responsibility to provide mental health services to persons in need and that these cannot be delegated to the local mental health authority (Minnesota Statutes, Chapters 245, 246 and 253).
   b. Receive information on programmatic needs *from* the SE AMHI Regional Management Team and the SE AMHI Directors Group and collaboratively work to respond to those needs.
   c. Meet with the local mental health authority representatives as needed - but at least monthly - and provide technical assistance, support and be actively involved in program implementation.
   d. Respond to waiver requests within 30 days with resolution in conjunction with timeframes established in the SE AMHI.
   e. Redeploy State-Operated Services employees to the SE AMHI project at such time that community-based services and sites are ready to start operation.
   f. Provide - through its representatives at St. Peter Regional Treatment Center (SPRTC), State Operated Services (SOS), and the Mental Health Division - data necessary to determine the success in meeting the

outcome targets.

g. Assist the local mental health authorities to develop a consumer satisfaction survey consistent with the outcome targets.
h. Prepare any necessary report for the Legislature on the status or success of the project.
i. Ensure that any funds generated through this project are used to further the purposes of the SE AMHI project.
j. Ensure that resources are available via State Operated Services/Department of Human Services to meet the mental health needs within SE AMHI that cannot be met by the community-based system of care. DHS commits to adhere to its legislative mandate that says: The commissioner's proposals to close a regional treatment center, state- operated nursing home or program operated by a regional treatment center or state-operated nursing home under this subdivision must not result in a net reduction in the total number of services in any catchment area in the state and must ensure new community-based programs are located in areas that are convenient to the individuals receiving services and their families [Special Session HF 6-Article 6, section 64, subdivision1, (c)]; and there shall be no increase in the county share of the cost of care provided in state operated services without legislative authority [Special Session HF 6-Article 6, section 64, subdivision 4, (b)].

4. Fiscal Host Responsibilities

a. Olmsted County is designated as the fiscal host for SE AMHI. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds accruing to SE AMHI from any source whatsoever. The fiscal year for shall be a calendar year, January 1 through December 31.
b. The fiscal host contracting policies and procedures will be followed regarding any contracts, leases, and/or grant agreements with other entities on behalf of SE AMHI with the approval of the SE AMHI Directors Group.
c. The SE AMHI County entities will execute cooperative agreements detailing the receipt and distribution of grant funds.
d. The fiscal host shall be eligible for reimbursement of costs incurred in the administration of SE AMHI funds. This reimbursement shall be determined by the SE AMHI Directors Group in its approval of the budget and shall not exceed 10% of the operating expenses.
e. The fiscal host shall ensure the receipts and expenditures of SE AMHI funds are included in an annual audit of the County conducted by the Minnesota Office of State Auditors or Certified Public Accounting firm.

**H. Liability:**

The Partners agree that each party will be responsible for its own acts and results

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

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

**I. Amendment, Revisions or Clarifications**

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

**J. Conflict Resolution**

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

**K. Terms of the Compact**

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

**L. Dissolution**

1. If any participating county entity chooses to opt out of providing SE AMHI-funded mental health services, it will provide written notice to the other Compact members at least 90 days prior to the proposed opt out date. In this event, the remaining Compact members shall jointly determine whether to dissolve the Compact or redistribute the SE AMHI funds amongst the remaining county entities and amend the Compact.
2. The Compact members may dissolve the Compact effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
   a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Compact may at the parties' discretion be modified to accommodate a reduction in funds.
   b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or

appropriate under this Compact or are no longer eligible for the funding proposed for payments authorized by this Compact.

3. Any such dissolution of the Compact shall not reduce or negate any obligations or liabilities of any party already accrued prior to such dissolution.
4. At the time of dissolution of the Compact, the Directors Group should dispose of any assets of SE AMHI in a manner that is consistent with the purpose of SE AMHI. It is intended that the Directors Group will terminate its operation at the conclusion of the Compact. An orderly transfer of responsibility and function to other extant and appropriate organizational and governing structures in place at the time of the Compact's dissolution is intended.

**M. Severability.**

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

**N. Entire Agreement.**

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

**O. Counterparts.**

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

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

SE AMHI Compact Member Signature

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

COUNTY OF _GOODHUE____

By: _____ Dated: _____

Title: Chairperson of the HHS Board

ATTESTED TO:

By: _____ Dated: _____

Title: HHS Director

APPROVED AS TO FORM AND EXECUTION:

By: _____ Dated: _____

Title: Lead County Attorney