

Board of Commissioners

315 Tenth Street
P.O. Box 757
Worthington, MN 56187-0757



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“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COUNTY BOARD SPECIAL BOARD MEETING PROPOSED AGENDA

**WEDNESDAY, NOVEMBER 25, 2020, 10:00 A.M. (immediately following work session)
NOBLES COUNTY BOARD ROOM**

Zoom Information:

<https://us02web.zoom.us/j/81877672678?pwd=UW1xVmtyb1pZWUh1TkpPVkNXQlI6UT09>

Call in Number: 1-312-626-6799

Meeting ID: 818 7767 2678

Password: 693714

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Approval of Agenda *(Action)*

4.0 Community Services – Stacie Golombiecki

A. Flu Shot Clinic Agreement *(Action)*

B. MDH Grant Agreement for Contact Tracing *(Action)*

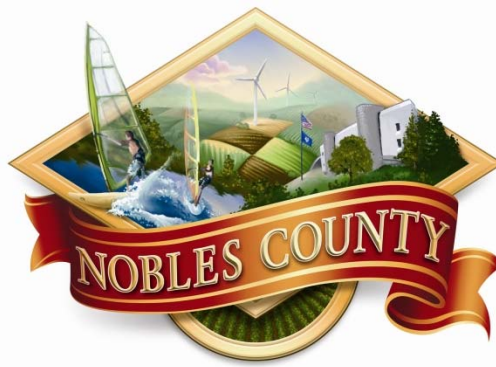
5.0 Administration Presentation

A. Home Foreclosure *(Action)*

B. HVAC Grant – Nobles County Historical Society *(Action)*

6.0 Other / Future Business

7.0 Adjournment *(Action)*



“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

COMMISSIONER BRIEFING

*Hennepin HealthCare Systems Flu Clinic Agreement
Community Services
Stacie Golombiecki/Michelle Ebbers
Time Needed – 5 minutes*

Issue:

Community Services is interested in entering this agreement with Hennepin HealthCare to provide a free community flu shot clinic on December 3 and 4, 2020.

Discussion:

Hennepin HealthCare is offering to provide a free community flu shot clinic for the Nobles County, Michelle worked with the City of Worthington to secure the Fire Hall as the designated site for this flu shot clinic. Vaccinations will be given free of charge to members of the community who do not have insurance or other coverage. Hennepin Health will bill for insurance as available as well. Hennepin Health will provide two trained nursing staff and all supplies necessary to operate the clinic.

Options:

*Approve the Agreement
Deny the Agreement
Request more information*

Recommendation:

We are recommending the Board approve this Agreement with Hennepin HealthCare so that we can provide this flu shot clinic for our community.

Attachment:

*Hennepin HealthCare Systems Flu Clinic Agreement
Hennepin HealthCare Systems Flu Shot Flyer*

ONSITE INFLUENZA IMMUNIZATION CLINIC AGREEMENT

THIS AGREEMENT made and entered into by and between HENNEPIN HEALTHCARE SYSTEM, INC. (HHS), a public subsidiary corporation of Hennepin County, DBA Hennepin Healthcare, Hennepin County Medical Center, HCMC, 701 Park Avenue South, Minneapolis, Minnesota 55415-1676, and __Nobles County Community Services, 318 9th Street, Worthington MN 56187, hereinafter referred to as “CLIENT”, individually as “PARTY” and collectively as the “PARTIES.”

Witnesseth:

WHEREAS CLIENT is seeking Worksite Influenza Immunization Services;

WHEREAS, HHS’ Flu & Worksite Wellness, has demonstrated its Influenza Immunization Services capabilities suitable to the needs of the CLIENT; and

WHEREAS the PARTIES need to define their respective rights and responsibilities;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the PARTIES agree as follows:

1. TERM OF THE AGREEMENT

HHS agrees to furnish services to the CLIENT during the period commencing: August 1st, 2020 and terminating on February 28th, 2021.

2. SERVICES TO BE PROVIDED

I. HHS SERVICES/RESPONSIBILITIES

A. Subject to availability of vaccine and any restrictions as may be imposed by the Center for Disease Control and Prevention and/or the Minnesota Department of Health, HHS shall provide immunizations to the CLIENT’s employees and other persons ages 3 years and above who are eligible through CLIENT (collectively, “Covered Persons”), who request such immunization at the locations(s) and times(s) mutually agreed upon by the PARTIES (hereinafter “Flu Clinic”). Minors must be accompanied by a legal guardian. Vaccinations for persons ages 6 months to 3 years may be available upon prior arrangement. Vaccinations will not be provided for persons under 6 months of age.

B. Health and Safety Guidelines, Supplies, Staffing

1. HHS will follow relevant infection control guidelines issued by the Occupational Safety and Health Administration.
2. HHS will dispose of waste in accordance with all relevant laws, regulations and manufacturer recommendations.
3. Supplies – HHS will supply all vaccine and necessary medical supplies. Forms will be provided by HHS via either an advance copy for CLIENT to photocopy, or HHS will provide all copies, as mutually agreed upon by HHS and CLIENT.

4. Staffing – HHS will supply qualified professional staff to perform immunizations, as described in I.A. and I.B above.

II. CLIENT RESPONSIBILITIES, EMPLOYER/ORGANIZATION

A. Work Area

1. Space will be provided by CLIENT, at no cost to HHS, to enable HHS to safely provide immunizations pursuant to this Agreement.
2. Furniture – CLIENT will provide necessary tables, chairs and waste baskets at each site where HHS shall furnish immunizations pursuant to this Agreement.
3. Phone Communication – CLIENT will promptly make available to HHS access to one of the CLIENT's telephones in case of emergency.

- B. Promotion – CLIENT will promote Flu Clinics via media such as posters, flyers, employee payroll alerts, newsletters and other forms of notification if applicable. CLIENT will also allow HHS to provide informational materials with regards to influenza and/or other services available.

3. PAYMENT FOR SERVICES

- A. The CLIENT charge per influenza vaccination administered is determined annually. There are three different flu shots that may be administered. For the 2020 Flu season, the **STANDARD FLU SHOT** cash price is **\$39.00**, the **FLUMIST** cash price is **\$44.00**, and the **HIGH DOSE** cash price is **\$70.00**. **FLUMIST and HIGH DOSE are subject to availability and must be ordered at least 15 days in advance of the scheduled clinic.**
- B. Each scheduled Flu Clinic is subject to a per Flu Clinic minimum of twenty (20) vaccinations. If the minimum is not met, CLIENT will be billed a fee of \$150.00.
- C. CLIENT will be responsible for payment and will be billed as noted in this Section 3, and/or, with prior arrangement, the CLIENT's sponsoring health plan or other HHS' approved health insurance plan(s) will be billed according to this Section 3.C.
 1. If prior arrangements have been made to bill CLIENT's sponsoring health plan or other HHS approved health insurance plan(s), the CLIENT will be responsible for payment of any vaccinations not covered by the CLIENT's sponsoring health plan or other health insurance plan(s).
 - i. HHS is able to bill any insurance provider. However, it is the responsibility of the participants to confirm their coverage with their provider.
 - ii. Please refer to your Clinic Confirmation for the vaccination options and quantities that have been requested for your clinic(s). If you have questions or changes, please connect with your Clinic Coordinator.
 2. With prior arrangements, the CLIENT may elect HHS to bill Covered Persons directly for vaccinations denied in whole or in part by the CLIENT's sponsoring health plan or other health insurance plan(s).
 3. Covered Persons' must present their health insurance plan card for insurance to be billed.
- D. CLIENT agrees to pay HHS the total amount invoiced within 30 days of said invoice, **Outstanding payments may be immediately assessed a late fee in the amount of one and one-half percent (1.5%) of the**

outstanding amount due. Furthermore, the PARTIES agree that interest will be charged on the unpaid amount in the amount of 1.5% per annum or the maximum rate allowed under state and federal law, whichever is greater. CLIENT may, at its own expense, audit the detail documentation supporting the total amount invoiced by HHS. Any such audit will be performed at the office of HHS. Such audit does not relieve CLIENT of its obligation to pay the full amount of the original invoice or incur late fees on any unpaid balance.

E. Cancellation/Rescheduling Fees

1. CLIENT agrees to pay HHS a cancellation fee of \$150.00 per Flu Clinic cancelled within 5 business days of the confirmed Flu Clinic date. Cancellations requested 6 or more business days before the confirmed date will not be subject to a cancellation fee.
2. CLIENT agrees to pay HHS a rescheduling fee of \$150.00 per Flu clinic rescheduled within 5 business days of the confirmed Flu Clinic date. Flu Clinics rescheduled 6 or more business days before the confirmed date will not be subject to a rescheduling fee. Flu Clinics rescheduled at the request of HHS due to inclement weather will not be subject to a rescheduling fee.

4. INDEPENDENT CONTRACTOR

HHS is and shall remain an independent CONTRACTOR for all services performed under this Agreement. HHS shall secure at its own expense all personnel required in performing services under this Agreement.

5. INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own acts and omissions and the results therefrom to the extent authorized by law and shall not be responsible for the acts or omissions of the other party or the results therefrom. Each PARTY agrees to defend, indemnify, and hold harmless the other PARTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of that PARTY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of that PARTY to perform any obligation under this Agreement. The limits of HHS' liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable state and federal law. Immunities above said limits are not waived.

6. INSURANCE

- A. HHS is a public corporation operating as a subsidiary of Hennepin County pursuant to Minnesota Statutes section 383B.901. Pursuant to Minnesota Statutes section 383B.923, HHS participates in the self-insurance program established by Hennepin County under Minnesota Statute Section 383B.155 and resolutions of the Hennepin County Board of Commissioners for general, automobile, professional, employment practices, public officials' liability exposures, workers' compensation and employer's liability. The limits of HHS' liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable state and federal law. Immunities above said limits are not waived.
- B. CLIENT agreed to maintain General Liability and Property Insurance that meets reasonable industry standards.

- C. Duty to Notify. CLIENT shall promptly notify HHS of any claim, action, cause of action or litigation brought against CLIENT, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CLIENT shall also notify HHS whenever CLIENT has a reasonable basis for believing that CLIENT and/or its employees, officers, agents or subcontractors, and/or HHS, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

7. CONFIDENTIAL INFORMATION

- A. PARTIES acknowledge that during the term of this Agreement, PARTIES may have access to trade secrets, proprietary information, and confidential information. PARTIES agree to protect and preserve the confidential and proprietary nature of each other's confidential and/or proprietary information and shall not disclose such information to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, or as may be otherwise required by law, including but not limited to the Minnesota Government Data Practices Act.
- B. HHS acknowledges that it is a Covered Entity, as defined by Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act adopted as part of the American Recovery and Reinvestment Act of 2009 and their implementing regulations (collectively, "HIPAA"). As such HHS and its personnel comply with protected health information privacy and security requirements under applicable federal and state law.

8. TERMINATION

This Agreement may be canceled with or without cause by either party upon thirty (30) day's written notice.

9. MISCELLANEOUS

- A. **MERGER, MODIFICATION AND SEVERABILITY:** 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. All items that are referenced or that are attached are incorporated and made a part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the PARTIES. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions are not affected or impaired in any way.
- B. **SURVIVAL OF PROVISIONS:** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR, INDEMNIFICATION, INSURANCE; DUTY TO NOTIFY, CONFIDENTIAL INFORMATION; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and GOVERNING LAW.

- C. **COMPLIANCE WITH LAWS:** The PARTIES shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.
- D. **CONFLICT OF INTEREST:** PARTIES affirm that to the best of PARTIES knowledge, PARTIES's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. PARTIES agree that, should any conflict or potential conflict of interest become known to either PARTY, PARTIES will immediately notify each other of the conflict or potential conflict.
- E. **PROMOTIONAL LITERATURE:** CLIENT agrees, to the extent applicable, to not use the term "HHS" or "HCMC" or any derivative in any promotional literature, advertisements of any type or form or CLIENT lists without the express prior written consent of HHS.
- F. **GOVERNING LAW:** The Laws of the State of Minnesota without giving effect to its conflict of law principles govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the PARTIES and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within Hennepin County, State of Minnesota or in the appropriate federal court within the State of Minnesota.
- G. **CONTRACT SUPERVISION & NOTICES:** In order to coordinate the needs of CLIENT with the activities of Hennepin County Medical Center so as to accomplish the purposes of this Agreement, the individual identified below, or his or her successor, shall supervise this Agreement on behalf of HHS.

For Questions or Contract Submissions, Please Contact:
HHS Contract Liaison:

Paula Abramson
Wellness Account Manager
Worksite Wellness
p 612-352-1241 | f 612-617-4772
Paula.Abramson@hcmcd.org

THE REMAINDER OF THIS PAGE BLANK

Flu Clinic Contract Liaison:

Printed Name: _____

Address: _____

Phone Number: _____

Email Address: _____

OR



Estimated Number of Flu Vaccinations to be administered:

100 or Less:

More than 100:

***Contract must have ALL fields completed along with ALL pages of the contract sent in for the contract to be considered for signature.**

CLIENT CONTRACT SIGNER

The CLIENT certifies that the person who executed this Agreement is authorized to do so on behalf of the CLIENT as required by applicable articles, bylaws, resolutions or ordinances.

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

HENNEPIN HEALTHCARE SYSTEM, INC.,

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____



BE A HERO. BEAT THE FLU WITH 1 SHOT.

The risks of getting sick from the flu and COVID-19 are very real. Protect yourself and those you love.

WE ARE HAPPY TO PARTNER WITH LPH TO PROVIDE ONSITE FLU CLINICS FOR YOUR COMMUNITY. We will travel to you.

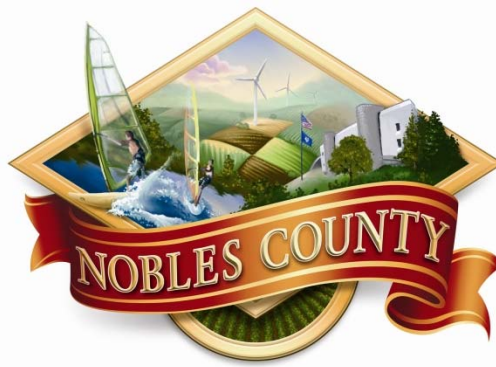
Potential flu clinic locations

- Community spaces
- Schools
- Local employers/worksites
- Senior living facilities
- Child care centers

Why Hennepin Healthcare Worksite Wellness?

- There is no cost to host a flu clinic.
- All our shots are administered by Registered Nurses.
- We can vaccinate 6 months and up.
- We have FluMist and High Dose available.
- We bill to insurance.
- We participate in MnVFC and UUAV; any patients that are uninsured will qualify for a free flu shot.
- We manage all the vaccine storage and transportation.
- Documentation in the Minnesota Immunization Information Connection (MIIC) system within seven days.
- No pre-registration required.

Contact us to get started!



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COMMISSIONER BRIEFING

*Minnesota Department of Health
Community Health Board Grant Project Agreement
Contact Tracing / Contact Investigation
Community Services
Stacie Golombiecki/Michelle Ebbers
Time needed – 10 to 15 minutes*

Issue:

Community Services is interested in entering this agreement with the Minnesota Department of Health in order to provide timely and culturally sensitive contact tracing in Nobles County in response to the current pandemic and growing COVID positivity rate.

Discussion:

Community Services is interested in entering into this Grant Project Agreement with the Minnesota Department of Health to allow us to obtain funding sufficient to hire two temporary staff to complete culturally sensitive contract tracing for our community. Due to the current upward trajectory of positive COVID cases across the State, the State’s system of contract tracing has become overwhelmed and contacts with positive individuals are not being made timely enough to effectively support individuals.

Our vision is that through this agreement we would be able to support one or possibly two Bi-Lingual staff (hopefully Community Health Worker certified staff) for these roles. The contact tracing process is very scripted by the Minnesota Department of Health and does require the staff completing these tasks to have some background in public health, health sciences, etc. Additionally, we have many individuals who need education who do not speak English as a first language and strongly believe that the whole process will be more beneficial for individuals if it can be completed by staff who speak their native language. Because of the technical nature of this work, COVID complexity, and because we’re hoping to attract certified staff, we are requesting to pay them the same rate as our former Community Health Worker staff at a rate of \$19.37 per hour. We did explore the option of having our nursing or other staff participate in this work, however, due to our current nursing staff shortages and need for them to focus on keeping our regular programming moving forward we do not believe this is a viable option.

We believe there would be little to no cost to the County in providing this. We have work stations available with computers, phones, etc. in our interview rooms so there would not be much if any additional equipment costs. We are unclear at this point whether or not we can use this funding to pay for necessary language line services, but we are hoping this need will be minimal if we are able to obtain bi-lingual staff.

This funding is available through the end of December 2020. We are also currently talking with UCare about the potential of obtaining a mini grant that may help us cover any costs not covered by the MDH funding and that would allow us to continue this work into January and February of 2021 if the need continues which we anticipate it may.

Options:

Approve the Agreement

Deny the Agreement

Request more information

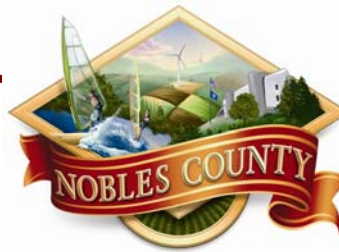
Recommendation:

We are recommending the Board approve this Agreement with the Minnesota Department of Health to allow us to move forward as soon as possible.

Attachment:

Minnesota Department of Health Grant Project Agreement

Contact Tracing Case Investigator Job Description



POSITION DESCRIPTION

1907

Position Title:	Contact Tracing Case Investigator	Department:	Community Services
Pay Grade:	N/A	FLSA:	Non-Exempt
Date:	November 2020	Reports To:	Community Health Service Administrator

PURPOSE OF POSITION:

Conduct COVID-19 case investigation and contact tracing (CICT) for residents of Nobles County and other residents of the assigned region using established protocols.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

CICT staff (CICT staff) will interview COVID-19 cases (i.e., COVID-19 positive individuals) and solicit information on their potential exposures and contacts.

CICT staff will interview contacts of COVID-19 cases.

CICT staff will provide education on isolation and quarantine.

CICT staff will identify if essential services are needed.

CICT staff will answer COVID-19 related questions.

CICT staff will use the current data management tool (MEDSS) for CICT work, telephony tool (Amazon Connect), and communications technology (Slack) provided by the State;

ADDITIONAL DUTIES AND RESPONSIBILITIES:

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs other Community Services tasks related to contact investigation and tracking or other office tasks as assigned

MINIMUM QUALIFICATIONS:

This job requires a high school diploma or GED in addition to a background in public health, health science, health education, biology, psychology, pre-medicine, nursing, science, sociology, social work or related;

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Experience working and communicating in challenging situations (e.g., unhappy customers, missing or incomplete information, etc.) and successfully resolving issues;

Experience working with cultural and socioeconomic diverse populations;

Experience performing accurate/efficient data entry;

Excellent communication skills; Excellent customer service skills

Ability to speak, read, and write English; and

Proficiency with computers; Experience using Microsoft Office software preferred.

Physical Requirements:

Must be able to operate a variety of automated office machines and equipment. (i.e.: computer, printer, copier, scanner, 10 key adding machine, calculator and postage meter.) Skill to utilize mathematical formulas; add and subtract; multiply and divide totals; determine percentages, time, and weight. Must be able to lift up to 40 lbs., capable of lifting and reaching to obtain various items.

Physical demand requirements are at levels of those for office work.

Signature

Supervisor's Signature

Date

Date

Nobles County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the employer.

Minnesota Department of Health Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Chris Elvrum, 651-201-4598, chris.elvrum@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: CHB	Grant Agreement/Project Agreement Number: TBD	Total Grant Funds (<i>all funding sources</i>):
Grantee SWIFT Vendor Number: CHB SWIFT Vendor Location Code: CHB	<p>Period of Performance Start Date: August 22, 2020, or whenever all signatures are obtained, whichever date is later. Notwithstanding Minn. Stat. §16B.98, Subd. 5, the grantee's expenditures can be reimbursed back to August 22, 2020, as of the effective date of this grant agreement pursuant to Minn. Stat. §3.3005, Subd. 4 and 5, Minn. Stat. §12.36, and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Section 5001, Public Law 116-136 (and any amendments thereto or to the applicable Social Security Act sections), Catalog of Federal Domestic Assistance (CFDA) No. 21.019. Per Minn.Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantees may invoice for reimbursable hours incurred during the covered period (back to August 22, 2020) provided that invoices are timely received by the due date/s.</p> <p>Period of Performance End Date: December 30, 2020</p>	Total State Grant Funds: \$0 Total Federal Grant Funds:

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: DUNS Number:
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Description	COVID-19 case investigation and contact tracing (CICT) for residents of each CHB jurisdiction and other residents of the CHB's assigned region using established protocols and document investigations in MEDSS. CHB CICT staff will interview COVID-19 cases and solicit information on their potential exposures and contacts, interview contacts, provide education on isolation and quarantine, identify if essential services are needed, and answer COVID-19 related questions.

Name of Federal Awarding Agency	Department of the Treasury (TREAS)
CFDA Name and Number (Catalog of Federal Domestic Assistance)	CFDA Name: Coronavirus Relief Fund CFDA Number: No. 21.019
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	SLT0232
Federal Award Date (Date MDH received federal grant)	August 22, 2020
Total Amount of Federal Award Received by MDH	\$35,091,423

**Minnesota Department of Health
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and **Name Community Health Board**, an independent organization, not an employee of the State of Minnesota, address **address CHB** ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number **CHB** for this Community Health Board ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes section 3.3005, subd. 4 and 5, and section 12.36, is empowered to enter into grant contracts and incur obligations necessary to combat the Coronavirus Disease (COVID-19) disaster by protecting the health and safety of persons through COVID-19 Case Investigation and Contact Tracing; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. ***Term of Agreement.***

2.1 *Effective date.* This grant project agreement shall be effective on Today's DATE, or the date all required signatures have been obtained, whichever is later.

2.2 *Expiration date.* December 30, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. ***Grantee's Duties and Responsibilities.*** The GRANTEE shall:

- 3.1.1 Conduct COVID-19 case investigation and contact tracing (CICT) for residents of their jurisdiction and other residents of their assigned region using established protocols and document investigations in MEDSS.
 - A. GRANTEE's CICT staff (CICT staff) will interview COVID-19 cases (i.e., COVID-19 positive individuals) and solicit information on their potential exposures and contacts.
 - B. CICT staff will interview contacts of COVID-19 cases.
 - C. CICT staff will provide education on isolation and quarantine.

- D. CICT staff will identify if essential services are needed.
 - E. CICT staff will answer COVID-19 related questions.
- 3.1.2** Assign qualified staff to conduct case investigation and contact tracing. Qualified staff includes the following minimum qualifications:
- a. Background in public health, health science, health education, biology, psychology, pre-medicine, nursing, science, sociology, social work or related; and/or
 - b. Experience working and communicating in challenging situations (e.g., unhappy customers, missing or incomplete information, etc.) and successfully resolving issues;
 - c. Experience working with cultural and socioeconomic diverse populations;
 - d. Experience performing accurate/efficient data entry;
 - e. Excellent communication skills;
 - f. Ability to speak, read, and write English; and
 - g. Proficiency with computers
- 3.1.3** As needed by the STATE, assign qualified lead worker(s) for each shift to provide subject matter expertise to CICT staff in their jurisdiction and from other CHBs in their assigned region, serve as primary on-call leads for questions, and serve as liaisons between CHB case investigators and MDH epidemiologists.
- 1. Qualified lead worker includes the minimum qualifications for staff listed above in Clause **3.1.2**, as well as the following:
 - a. Subject matter expertise in the clinical and epidemiologic aspects of infectious diseases, including infection prevention, modes of transmission, and incubation, risk factors, and setting-specific guidelines;
 - b. Experience serving as a subject matter expert or team lead for COVID-19 response and CICT, or experience conducting case investigation and can provide a high-level of guidance and subject matter expertise to CICT staff;
 - c. Ability to problem solve complex situations, provide direction to CICT staff, and answer questions from CICT staff about case and contact situations and concerns;
 - d. Ability to maintain patience, excellent organizational skills, and have sufficient communication skills to be comfortable delivering feedback to other professional staff; and
 - e. Experience with the Minnesota Electronic Disease Surveillance System (MEDSS).
- 3.1.4** Appoint a lead CHB contact for overall oversight and management of CICT.
- 3.1.5** Assure assigned staff have completed the MDH required trainings on: CICT processes and protocols, MEDSS and other technology, and data practices/privacy, as well as training updates provided by MDH or the management vendor.
- 3.1.6** Provide staff availability and schedule change information to the management vendor in accordance with the processes as determined by the management vendor. The minimum weekly time commitment per staff person is 8 hours/week, with a minimum of 2 shifts/week (in no less than 4-hour shifts).
- 1. Report estimated staffing commitment to MDH and management vendor on a monthly basis, or more frequently if there are changes, and a summary of any issues

with CICT work (technology, language barriers, refusal to share information, low-contact rate, etc., or other requested metrics or reports).

- 3.1.7** For cases and contacts who prefer to speak a language other than English, assure prioritization of assignment to staff who speak the preferred language. If there are no staff who speak the preferred language, an investigator outside of the CHB will handle the case. If there are no investigators who speak the preferred language, the CHB must access the language line.
- 3.1.8** Assure assigned staff follow scripts, policies, and procedures provided by the State, and comply with Minnesota state laws regarding data privacy and any other applicable laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised.
- 3.1.9** Assure assigned staff participate in learning sessions and improvement initiatives for CICT, as determined by MDH and/or the management vendor.
- 3.1.10** Work with MDH and management vendor to address individual performance issues, as needed.
- 3.2.1** Utilize required technology, communication tools, and reporting:
 - A. Assure assigned staff use the current data management tool (MEDSS) for CICT work, telephony tool (Amazon Connect), and communications technology (Slack) provided by the State;
 - B. Assure assigned staff use systems provided by the management vendor (IEX, Citrix, Learning Management System [LMS]) as required for scheduling, training, onboarding, and knowledge management;
 - C. Provide staff the equipment needed to do the work, including laptops and headsets;
 - D. Assure staff have reliable internet connection with minimum speeds of 3 Megabits per second download and 1 Megabit per second upload and have the minimum technical requirements for using Amazon Connect: the latest three versions of Google Chrome or Mozilla Firefox, 100 Kbps bandwidth per connected workstation, 2 GB RAM (memory), and 2 GHz (processor);
 - E. Work with the State, tribal nations, and other local jurisdictions to share data (in accordance with Minnesota state laws regarding data privacy) as needed for communication and coordination across jurisdictions and teams; and
- 3.3.1** GRANTEE must participate in monitoring and financial reconciliation as required by STATE and the Office of Grants Management (OGM) [Policy 08-10](#).
- 3.3.2** Consistent with Clause 2 of the Grant Master Contract, through its Authorized Representative, GRANTEE must participate in ongoing monitoring activities and training provided by the STATE which may include, but is not limited to, check-in calls, desk reviews and on-site visits with State staff.
- 3.3.3** GRANTEE may be asked by the STATE to prepare a summary of their project.

- 3.3.4** GRANTEE will perform its duties within the time limits established in this grant project agreement unless it receives written approval from STATE. In performance of this grant project agreement, time is of the essence.
- 3.3.5** GRANTEE agrees to comply with all applicable federal requirements, including those related to use of federal funds through the Coronavirus Relief Fund and the CARES Act, and all applicable guidance as it may be updated. Grantee agrees that funds under this Grant Contract Agreement may only be used for eligible uses permitted by the CARES Act and the Program.
- 3.3.6 Federal Requirements.** GRANTEE is responsible for compliance with all federal requirements imposed on these funds through the Coronavirus Relief Fund or the CARES Act and accepts full financial responsibility due to the Grantee's, or any sub-grantee's, failure to comply with federal requirements. The Grantee agrees to amend this Grant Contract Agreement as may be necessary for the parties to maintain compliance with the federal requirements. The Grantee agrees to provide any reporting required related to the use of the federal funds and to allow access to its records and financial statements to cooperate with any state or federal audit or review process related to use of the federal funds. According to federal guidance, payments to Grantee under this Grant Contract Agreement count toward the threshold of the Single Audit Act and 2 C.R.F. part 200, subpart F audit requirements and Grantee is obligated to comply with applicable requirements.

4. Consideration and Payment.

4.1 Consideration. The STATE will pay for all services satisfactorily performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid: an hourly rate of \$50 dollars per hour for case investigator and contact tracer role and \$60 dollars per hour for lead worker role, so long as funds are available, not to exceed **\$CHB amount**. The reimbursement rate per hour is the same for all shifts (days, evenings, weekends) worked except in special circumstances approved by STATE. Other restrictions on GRANTEE's reimbursable hours apply, including:

i. Reimbursable hours include time spent: a. training; b. making case investigation and contact tracing calls; c. responding to case investigation and contact tracing calls; d. other contact such as texts and emails; e. CICT documentation; and f. sharing data and information as needed across jurisdictions and teams.

ii. Overtime will not be reimbursed except in special circumstances approved by STATE.

iii. Time spent providing essential services, providing guidance to organizations, and case investigation and contact tracing activities that are above standard protocols as defined by the State will not be reimbursed.

iv. Time spent on case investigation that moves into organizational intervention involving MDH Special Teams, such as schools, long-term care, jails, etc. will not be reimbursed as part of this grant contract as all CHBs are expected to play this routine local public health response role.

v. Time spent on travel is not reimbursable.

(b) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed **\$CHB Amount**.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: at the end of each month as specified in Clause 4.2(a)(2) below. If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.

1. GRANTEE must submit financial and program reports to the STATE in the manner and timeframe prescribed by the STATE.
2. Financial Reports (invoices) will be due monthly according to the following schedule:
 - a. August 2020: Due October 6, 2020
 - b. September 2020: Due October 20, 2020
 - c. October 2020: Due November 20, 2020
 - d. November 2020: Due December 15, 2020
 - e. December 2020: Due January 31, 2021
4. Final reports will be due January 31, 2020, 32 days following the expiration date in a manner prescribed by the State.
5. *Expenditure Documentation.* If any of these categories do not apply to GRANTEE under this grant project agreement as the GRANTEE, list \$0. **For COVID-19 Relief Funds (CRF) reporting**, GRANTEE must provide a summary of its expenditures in the following categories (include these with invoices or budget plan):
 - Administrative expenditures – No Indirect Costs are allowed to be charged to CRF, Contractors/Grantees can NOT use CRF monies for indirect costs.
 - Budgeted personnel and services diverted to a substantially different use
 - COVID-19 Testing and Contract Tracing
 - Economic Support (other than small business, housing and food assistance)
 - Medical expenses
 - Nursing home assistance
 - Payroll for Public Health and Safety Employees
 - Personal Protective Equipment
 - Public Health Expenses
 - Other

(b) Federal Funds. Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title VI, CFDA number 21.019 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 (and any amendments thereto or to the

applicable Social Security Act sections) Act of 2020. The Federal Award Identification Number is SLT0232. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(c) Unexpended Funds. GRANTEE 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. Conditions of Payment.

5.1 All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

5.2 If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services.

5.3 GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this grant project agreement, the Master Grant Contract, or future CONTRACTS the following:

- a. Any amounts received by GRANTEE from the STATE for grant contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE 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 this grant project or under the CARES Act or the Legislative Advisory Commission approval process that authorized the funding for this grant project;
- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 3, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

5.4 Notwithstanding Minn. Stat. §16B.98, Subd. 5, the GRANTEE can submit by monthly invoice expenditures which can be reimbursed back to August 22, 2020 pursuant to Minn. Stat. §3.3005, Subd. 4 and 5, Minn. Stat. §12.36, and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Section 5001, Public Law 116-136 (and any amendments thereto or to the applicable Social Security Act sections), Catalog of Federal Domestic Assistance (CFDA) No. 21.019. **Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the GRANTEE until this grant project agreement is fully executed.**

6. Ownership of Equipment. Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C or, for Notice of Grant Awards issued on or after December 26, 2014, in accordance with Code of Federal Regulations, Title 2, Subpart A, Chapter II, Part 200. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by

the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. Authorized Representatives.

7.1 STATE's Authorized Representative. The STATE's Authorized Representative for purposes of administering this grant project agreement is **Chris Elvrum, Health Program Manager Senior, Minnesota Department of Health, PO Box 64975, St. Paul, MN 55164, 651-201-4598, chris.elvrum@state.mn.us**, or his successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE's Authorized Representative. The GRANTEE's Authorized Representative is **CHB Specific**, or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. Termination.

8.1 Termination by the STATE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 Termination for Insufficient Funding. The STATE may immediately terminate this grant project agreement 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 work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. Publicity. Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative. If federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. Government Data Practices Requirements specific to CICT.

10.1 To the extent that there are differences between this Section 10 and Clause 10 of the Master Grant Contract, the data practices requirements in this Section 10 (Government Data Practices Requirements specific to CICT) control and apply to GRANTEE during the course of its performance under this grant project agreement, and where applicable, remain in effect after the expiration date of this grant project agreement as required by all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, use and Disclosure of data under the grant contract, grant project agreement or Master Grant Contract.

10.2 All not public data must be secured. GRANTEE must take all necessary precautions to prevent unauthorized access to not public data.

10.3 GRANTEE must immediately notify State's authorized representative after learning of any actual or potential unauthorized access to not public data provided to or collected by GRANTEE under this contract, or any event that indicates that the security of not public data has been compromised. GRANTEE must cooperate with MDH to investigate and remediate the incident and take all other steps required under the Minnesota Government Data Practices Act.

10.4 Consistent with the Master Grant Contract, if GRANTEE receives a request to release data covered by this contract, GRANTEE must immediately notify State's authorized representative. MDH will give the GRANTEE instructions regarding the release of data to the requesting party before any data is released.

10.5 All case and contact investigations must be performed from a physical location that ensures the privacy of case subjects. This applies to verbal exchanges with subjects and any other means by which the data could be obtained by unauthorized persons. Interview must be performed either on-site or remotely in a private location where others cannot overhear (e.g., private home office or home without others at the location).

10.6 All data collected from case subjects must be entered directly in MEDSS, a secure data collection tool maintained by the State. Case subject data may not be created, stored, or otherwise maintained in any other location.

10.7 Interviewers who use electronic or other notes should use only the case MN number and ensure these notes do not contain personal identifying information. Interviewers are encouraged to use electronic notes rather than hard copy notes and electronic notes should not be stored or saved. Any paper records or electronic media containing data about or collected from case subjects must be disposed of using methods that make the data unreadable, indecipherable, and otherwise unable to be reconstructed. An example of this would be shredding or pulping paper records before disposal.

10.8 Case data accessed in MEDSS must be limited specifically to the cases being investigated.

10.9 GRANTEE agrees to discipline staff who willfully violate the Minnesota Government Data Practices Act, or who knowingly access not public data without authorization to do so, to the extent authorized by the applicable Union contract/bargaining unit agreement and Minnesota Statutes, section 13.09, paragraph (b).

10.10 Compliance with Applicable Safeguards.

A. State and Federal Safeguards. The parties acknowledge that not public data to be shared under the terms of the grant contract and grant project agreement may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

- a. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”);
- b. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
- c. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
- d. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, “Confidentiality of Records,” and 42 C.F.R. Part 2, “Confidentiality of Substance Use Disorder Patient Records”);
- e. U.S. Privacy Act of 1974, and;
- f. All state of Minnesota “Enterprise Information Security Policies and Standards.”¹

B. The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, use and Disclosure of data under the grant contract, grant project agreement or Master Grant Contract.

- 11. State and Federal Audits.** Under Minn. Stat. § 16B.98, Subd.8, and pursuant to federal requirements related to the Coronavirus Relief Fund and the CARES Act, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by the U.S. Department of the Treasury, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all federal, state and program retention requirements, whichever is later. To the extent that there are differences between this Clause 11 of the grant project agreement and Clause 9 of the Master Grant Contract, the requirements of this Clause 11 control and apply to Grantee.
- 12. Clerical error.** Notwithstanding Clause 7 of the Master Grant Contract, STATE reserves the right to unilaterally fix clerical errors contained in the grant project agreement without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.
- 13. Non-waiver.** If STATE fails to enforce any provision of this grant project agreement, that failure does not waive the provision or STATE’s right to enforce it.
- 14. Drafting party.** The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this grant project agreement, and that, in the event of a dispute, the grant project agreement shall not be construed against either party.
- 15. Entire agreement.**
 - a. If any provision of this grant project agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this grant project agreement 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 grant project agreement according to Clause 7 of the Master Grant Contract.
 - b. This grant project agreement contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this grant project agreement, whether written or oral may be used to bind either party.

¹ See: <https://mn.gov/mnit/government/policies/security/>

16. Subcontracts.

GRANTEE, 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. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this grant project agreement, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

17. General compliance.

All performance under this grant project agreement 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 grant contract or grant project agreement cancellation or termination and/or reporting to local authorities by STATE.

18. Nondiscrimination.

GRANTEE will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, 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. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE'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 GRANTEE program or activity.

GRANTEE 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).

19. No Religious Based Counseling.

GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant or grant project agreement.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this grant project agreement.

APPROVED:

1. State Encumbrance Verification

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

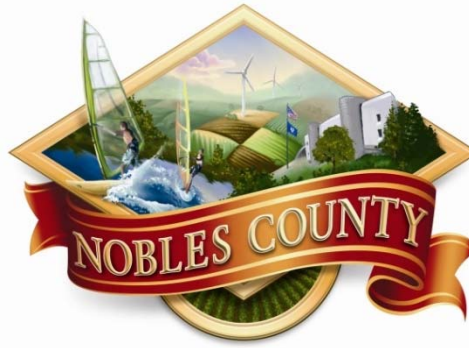
By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative



“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COMMISSIONER BRIEFING

*November 25, 2020
Home foreclosure
Tom Johnson, Administration*

Issue:

A home in Worthington is vacant and has a very high medical lien against it.

Discussion:

After a resident passed away, the house has been vacant and has a large medical assistance lien filed against it, greater than the estimated value of the home. Extended family has no interest so it will either remain vacant until it becomes tax forfeited or it is foreclosed on now. In order to foreclose on the property, the board has to approve a resolution to begin foreclosure proceedings, appoint an attorney to complete the process including disposal of any personal property remaining in the house and to sell the property.

The County Attorney’s Office does not do these. The Flynn Law Office has done a fair amount of work on this issue and is very familiar with the situation.

Options:

Order the foreclosure
Take no action

Recommendation:

Order the foreclosure process to proceed with a local law office and realtor as long as there are no financial or time commitments needed from the county or county staff.