



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Vacant

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, March 9, 2020, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES - February 25 - Board Meeting

PUBLIC COMMENT

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve Budgeted IT purchases:
 - 2 copy machines (PH&HS, Auditor's Office): \$14,953.62
 - Microsoft Surface Hub (Attorney's Office): \$12,359.88
 - 7 Toughbook computers (Sheriff's Office): \$20,006
 - Corporate Malwarebytes (IT): \$10,710
- 3) Approve the DHS County Grant Contract for Children's Mental Health Respite Care Services.
- 4) Affirm the following personnel actions:
 - i. Extension/Veteran's Services
 1. Hire Jennifer Burrichter as a probationary .75 FTE Technical Clerk I, B21, Step 1, effective March 16, 2020, conditioned upon successful completion of background check.
 - ii. Public Health and Human Services
 1. Hire Alexie Krause as a probationary 1.0 FTE Agency Social Worker, Children's Mental Health, C41, Step 2, effective March 23, 2020, conditioned upon successful completion of background check.

ACTION ITEMS

- 1) Consider approval of Service Agreement with Ability Building Center, Incorporated (ABC Woodland) for Community Based Supported Employment, Center Based Supported Employment and Transportation. (Pugleasa)
- 2) Consider reappointment of Commissioner Teresa Walter to the Solid Waste Policy Board. (Babinski)
- 3) Consider approval of Request for Proposal for assistance with developing the Comprehensive Land Use Plan. (Babinski)

DISCUSSION ITEMS

- 1) Administrator Updates
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 3/5/2020

Person requesting appointment with County Board: Andrew Milde

Will you be doing a power point or video presentation: _____ Yes X No

Issue:

Technology Purchases

Attachments/Documentation for the Board's Review:

CDWG, Loffler, Morris Electronics, and Baycom Quotes

Purchase Narrative

Justification:

Budgeted Technology Purchases

Action Requested:

Approve Budgeted Purchases

For County Use Only			
<u>Reviewed by:</u>		County Auditor	
		County Attorney	
		County Engineer	
		Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Loffler Quote:

Quote is for a Copy Machine, Plan is to replace two this year, one in DHS and one in Auditor's Office, Machines being replaced are 8 years old and have over 1 million copies each. As copy machines age, price per print goes up, the new machines would be locked into a 5-year rate.

CDWG Quote:

Quote is for a Microsoft Surface Hub, this is a mobile 50" screen to be used in the County Attorney's conference room and courtroom. It is an interactive touch screen with many uses to aid the attorneys in the legal process.

Baycom Quote:

Quote is for 7 Panasonic Toughbooks to be used in squad cars. In the past Deputy's have had a computer on their desk and in the squad car. Last year we tested docking the squad car computers in their office to eliminate the need for a second computer, we have had good success with this so each one of these computers will eliminate two computers.

Morris Electronics:

Quote is for Corporate Malwarebytes. This software will be used in addition to our current Antivirus to help protect against Ransomwares and Malwares, over the past year, ransomwares and malwares have been targeting municipalities and government agencies, this software is a proactive approach to attempt to keep Houston County safe.

Houston County

Konica Minolta bizhub 558e

Features:

- 55 Pages per Minute (B&W)
- 1,200 x 1,200 dpi Print Resolution
- 3,650 Sheet Paper Supply
 - (1) 2,500 Sheet Large Capacity Drawer
 - (2) 500 Sheet Paper Drawers
- 150 Sheet Stack Bypass
- 300 Sheet Single-pass Duplexing Document Feeder
- Scanning Speed: Up to 240 ipm
- 10.1" Multi-touch User Friendly Touchscreen
- 4.0 GB RAM & 250 GB HDD Memory
- PostScript
- External Keyboard
- Industry Leading Data Security
- Stapling Finisher
- USB Connectivity
- 33.6bps Super G3 Fax Interface
- Power Requirements/Plug: 120 V / 60 Hz, less than 1.5 kW (system)
- Delivery, Professional Service Installation, Implementation and Training



Maintenance Agreement

Maintenance invoiced monthly at \$.0059 per copy/print.

Maintenance rates locked for a 5 year period

Maintenance includes all toner, parts, labor, travel, & staples



(Stock image may not reflect actual configuration)

Equipment:
Konica Minolta bizhub 558e

Purchase
\$7,476.81.

Prepared by:
Terry Peyton
Regional Sales Manager
608-385-0043

LOFFLER Helping You Succeed

Quote # LGZW919

Description: LGZW919

Created Date: 03/04/20

Status: **Open**

Requested By: ANDREW MILDE

Customer Notes:

Ship to:

HOUSTON COUNTY
ACCOUNTS PAYABLE
304 S MARSHALL ST
CALEDONIA , MN 55921-1389

Billed to:

HOUSTON COUNTY
ATTN: ACCOUNTS PAYABLE
304 S MARSHALL ST
CALEDONIA , MN 55921-1389
(507) 725-5803

Shipping method:

Drop Ship Common Carrier

Payment method:

Net 30 Days--Govt State/Local

Quote Summary

Subtotal \$12,359.88




***US Tax** \$0.00

Shipping \$0.00

Grand Total **\$12,359.88**

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 <p>Microsoft Surface Hub 2s – touch surface – Core i5 – 8 GB – 128 GB – LCD 50</p> <p>MFG Part: NSG-00001 CDW Part: 5537187 UNSPSC: 44111911</p>	<p>In Stock</p> <p>Ships same day if ordered before 4pm CT</p>	<p>\$10,587.82</p> <p>Pricing Option Applied: Minnesota Services Cooperative</p>	1	\$10,587.82
 <p>Microsoft Steelcase Roam Mobile Stand for Microsoft Surface Hub 2S</p> <p>MFG Part: STPM1CART CDW Part: 5537204 UNSPSC:</p>	<p>In Stock</p> <p>Ships same day if ordered before 4pm CT</p>	<p>\$1,772.05</p> <p>Pricing Option Applied: Minnesota Services Cooperative</p>	1	\$1,772.05
 <p>APC Smart-UPS Charge Mobile Battery – UPS – 388 Watt – 400 VA – Li-Ion</p> <p>MFG Part: CSH2 CDW Part: 5553477 UNSPSC: 26111701</p>	<p>Call</p> <p>Call for availability</p>	<p>\$0.01</p> <p>Pricing Option Applied: Minnesota Services Cooperative</p>	1	\$0.01



serious mobility
when it matters most

SAM COLUCCI
9494 HEMLOCK LANE N
MAPLE GROVE, MN 55369
PHONE: 920-544-4311
FAX: 920-468-8615
scolucci@baycominc.com

HOUSTON COUNTY SHERIFF'S OFFICE
ANDY MILDE
306 S. MARSHALL STREET
CALEDONIA, MN 55921
2/24/2020
608-317-9301
andrew.milde@co.houston.mn.us

QUOTE NO. SC20200224C

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
7	Panasonic Toughbook FZ-55 Intel Core i5-8365U 1.6GHz vPro Processor 14" Full HD Gloved Multi Touch Display 16GB SDRAM (8x8) 512GB SSD Integrated 4G LTE Band 14 Integrated Dedicated GPS Dual Pass Through Antenna (dGPS/WWAN) Intel Dual Band WiFi-AC7260 802.11a/b/g/n/ac Ethernet NIC 10/100/1000 Bluetooth Windows 10 Pro Infrared Webcam Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$2,749.00	\$19,243.00
OPTIONS:			
	Extend Preferred Warranty to 4 Years: \$181.00 each		
	Extend Preferred Warranty to 5 Years: \$317.00 each		
	Upgrade Warranty to 3 Year Protection Plus (No Fault): \$265.00 each		
	Upgrade Warranty to 4 Year Protection Plus (No Fault): \$453.00 each		
	Upgrade Warranty to 5 Year Protection Plus (No Fault): \$688.00 each		
	CD/DVD Super Multi Drive: \$85.00 each		
7	Fingerprint Reader Havis CF-54 Vehicle Docking Station (Dual Pass): \$669.00 each LIND 120W Vehicle Dock Power Supply: \$125.00 each Desktop Port Replicator: \$293.00 each	\$109.00	\$763.00

	EQUIPMENT COST:	\$20,006.00
Payment With Order: Net 30 Days	SHIPPING:	Included
Quotation Good for 90 Days	TAX:	Exempt
We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.	TOTAL:	\$20,006.00
Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (http://terms.baycominc.com)		

Approved By: _____ / _____
 AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

www.baycominc.com

920.468.5426

800.726.5426





To: Houston County
Andrew Milde
Phone: 507-725-5809
Fax:

Date
2/14/2020

From: Morris Electronics Inc
Shawn Larsen
Phone: 320-589-1781
Cell: 320-287-0922
Fax: 320-589-3595
E-mail: shawn.larsen@morriselectronics.net

Qty	Part #	Description	per unit \$	extended \$
200		Malwarebytes Endpoint Protection (Cloud Product) - 12 Month Subscription	\$ 53.55	\$ 10,710.00
			Sub Total	\$ 10,710.00
			Sales Tax	EXEMPT
			TOTAL	\$ 10,710.00

State of Minnesota County Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the grantee. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract <u>\$13,041.00</u>	
FinDeptID XXXX	amount for state fiscal year 2020: <u>\$4,347.00</u>
	amount for state fiscal year 2021: <u>\$8,694.00</u>

 X Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year: 2020	XXX
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SWIFT Grant# /Encumbrance #: GRK% _____ / _30000 _ _ _ _ _

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **XXX**

COUNTY Name and Address: **Houston County**

**304 South Marshall St., Room 104
Caledonia, MN 55921**

Soc. Sec. or Federal Employer I.D. No.: **XXXX**

Minnesota Tax I.D. No. (if applicable): **XXX**



Minnesota Department of Human Services County Grant Contract

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Division of Behavioral Health Division ("STATE") and **Houston County Public Health and Human Services**, an independent grantee, not an employee of the State of Minnesota, located at **304 South Marshall St., Room 104 Caledonia, MN 55921** ("COUNTY").

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: Children's Mental Health Respite Care Services.

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **April 1, 2020** or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision F, whichever is later.

1.2. Expiration date. This CONTRACT is valid through June 30, 2021, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

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

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

(a.) COUNTY will design and provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. RC program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement.

(b.) Youth with a Severe Emotional Disturbance (SED) and their families are eligible to receive RC services with or without a case manager. COUNTY will promote and ensure equal access of RC services to all youth with a SED and their families. COUNTY will meet with individuals and organizations from underserved communities. Underserved Communities (UC) include people who are experiencing disparities because of race, ethnicity, language or social status, income, inability to access care, and other barriers to receiving services their region. COUNTY will collaborate with organizations representing UC, as well as individuals in UC, with the goal of promoting greater access to RC services.

(c.) 1. COUNTY has some discretion in developing COUNTY's RC program. RC services can be provided using:

- i. Traditional Services (TS): TS can include but are not limited to hourly or overnight stays at a licensed foster home or with a qualified and approved family member or friend. TS can occur at a child's or a provider's home.
- ii. Non-Traditional Services (NTS): NTS includes but are not limited to payments for individual or family fitness memberships, club membership fees, enrollment in summer camp, and the purchase of art supplies.
- iii. Combination of both TS and NTS.

2. RC Services do not include:

- i. Providing safety in a Child Protection matter;
- ii. Residential mental health treatment;
- iii. Treatment Foster Care; and
- iv. Services that are otherwise reimbursed by Medical Assistance.

(d.) COUNTY will participate in DHS grant meetings with STATE at a frequency and location determined by both COUNTY and STATE.

(e.) COUNTY will document all instances of RC services provided. For youth with a Children's Mental Health Targeted Case Manager (CMH TCM) from the COUNTY or a case management agency that contracts with the COUNTY, RC will be documented in the Individual Family Community Support Plan (IFCSP). For youth without a CMH TCM, COUNTY has the discretion to determine the method to document RC services provided.

(f.) COUNTY will submit quarterly reports to STATE indicating the number, characteristics, and demographics of youth served by RC as well as the types of services provided. The COUNTY will use the SNAP survey system to report demographic information and outreach to people and organizations from UC. COUNTY will submit quarterly reports to the STATE using the SNAP survey system. Reports will be submitted according to the following schedule:

Service Period	Quarterly Report Due Date
April 1, 2020 – June 30, 2020	July 31, 2020
July 1, 2020 - September 30, 2020	October 31, 2020
October 1, 2020 – December 31, 2020	January 31, 2021
January 1, 2021 – March 31, 2021	April 30, 2021
April 1, 2021 – June 30, 2021	July 31, 2021

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/)¹ and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation. Grantee will be paid in accordance with **Attachment A: “Budget,”** which is attached and included in this CONTRACT.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.
2. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in Electronic Grant Management System (EGMS) or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **thirteen thousand forty one dollars (\$13,041.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: invoices shall be submitted 30 days after the end of quarterly reporting period set forth in Clause 2.1, sub-clause (f). If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. N/A. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 1. **Flow-down provisions.** COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
 - 2. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and

regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

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

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or

when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Diane Marshall or successor. Phone and email: 651-431-2328, diane.marshall@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Bethany Moen or successor. Phone and email: 507-725-5811 bethany.moen@co.houston.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Bethany Moen or successor. Phone and email: 507-725-5811 bethany.moen@co.houston.mn.us.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.
- c. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
- d. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE'S Authorized Representative as to how GRANTEE should respond to the request.
- f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

- g. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

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

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

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

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

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

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

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

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

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

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

a. Instructions for Certification

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

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

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

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

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

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

16.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

16.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

19.3 Grants management policies. COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

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

20. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

Contract No: _____

2. COUNTY

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 10, 2020**

Date Submitted: 03.05.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST - NONE

CONSENT (HR requests)

Extension/Veteran's Services

- Hire Jennifer Burrichter, as a probationary .75 FTE Technical Clerk I, B21, Step 1, effective 03/16/2020, conditioned upon successful completion of background check

Public Health & Human Services

- Hire Alexie Krause, as a probationary 1.0 FTE Agency Social Worker, Children's Mental Health, C41, Step 2, effective 03/23/2020, conditioned upon successful completion of background check

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> County Administrator	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input checked="" type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> VSO
			<input type="checkbox"/> Extension PHHS
<u>Recommendation:</u>			
<u>Decision:</u>			

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 4304 South Marshal Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Public Health & Human Services Department hereafter referred to as the "County", and **Ability Building Center, Incorporated**, 1911 13th Street NW, Rochester, MN 55903 doing business as **ABC Woodland**, 521 Old Highway Drive, Caledonia, MN 55921, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 24, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Purchase of Service:

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

BRASS CODES

SERVICE DESCRIPTION

4370/5380

Community Based Supported Employment

4370/5380

Center Based Supported Employment

4160/5160

Transportation

- b. Purchased Services will be provided at Provider's office and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the

basis of 100% of the full cost of service to eligible clients.

- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Houston County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60 Subd.6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Human Services Department with information about fees collected and the fee source.

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Public Health & Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at

least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider shall, within thirty (30) days, notify the Public Health & Human Service Department, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a modification or cancellation of the contract.
- g. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
- c. When to end Purchased Services to an eligible client. Exception: when the client has a service plan which is monitored by a County case manager.
- d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

5. Service Plan (If Applicable)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the service plan.
- c. The County may delegate the development of service plans to the Provider. If the

responsibility is being delegated, the Provider must ensure development of the service plans.

6. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of Purchased Services.

b. Payment for Purchased Services:

Houston County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 2(a) above.

7. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
 - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.

- d. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- g. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at ABC, 1911 13th Street NW, Rochester, MN 55903, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 9 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

- ☒ A written Program and Statistical Report, including a list of clients and projected costs for the year in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
- ☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
- ☒ ☒ Revenue and Expense Statement and Balance Sheet on an annual basis
- ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
- ☒ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
- ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- ☐ (Other) _____

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 8.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the

Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.

- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

9. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: John Pugleasa
Houston County Public Health & Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.Houston.mn.us
- b. The Provider: Bruce Remme
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
Bruce.remme@abcinc.org

10. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 9. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the

incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

11. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Sarah Timmerman.
- d. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- e. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Houston County Public Health & Human Services Department (GCHHS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of

GCHHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

13. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

14. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Human Services Department a written

appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Houston County Public Health & Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

15. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

16. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

17. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181. ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 17 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance

with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
 - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

19. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 22 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

20. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and

representatives be considered employees, agents, and representatives of the County.

- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

21. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

22. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

23. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 9, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 23(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 23(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

24. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Public Health & Human Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 23(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 9.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
 - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the

Agreement.

- 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

25. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

26. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

27. Merger:

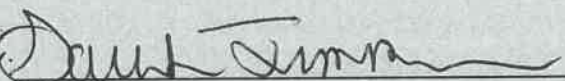
- a. Entire Agreement: It is understood and agreed that the entire agreement of the

parties is contained in Sections 1-27, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on _____, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

ABILITY BUILDING CENTER, INC. (ABC)

BY: 
Sarah Timmerman
Director of Program Innovation

DATED: 2-1-2020

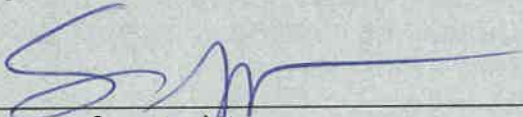
HOUSTON COUNTY

BY: _____ DATED: _____
Chairperson
Houston County Board of Commissioners

BY: 
Director
Houston County Public Health & Human Services

DATED: 2/11/20

APPROVED AS TO FORM AND EXECUTION:

BY: 
Houston County Attorney

DATED: 2/25/2020

AGENCY NAME: Ability Building Center

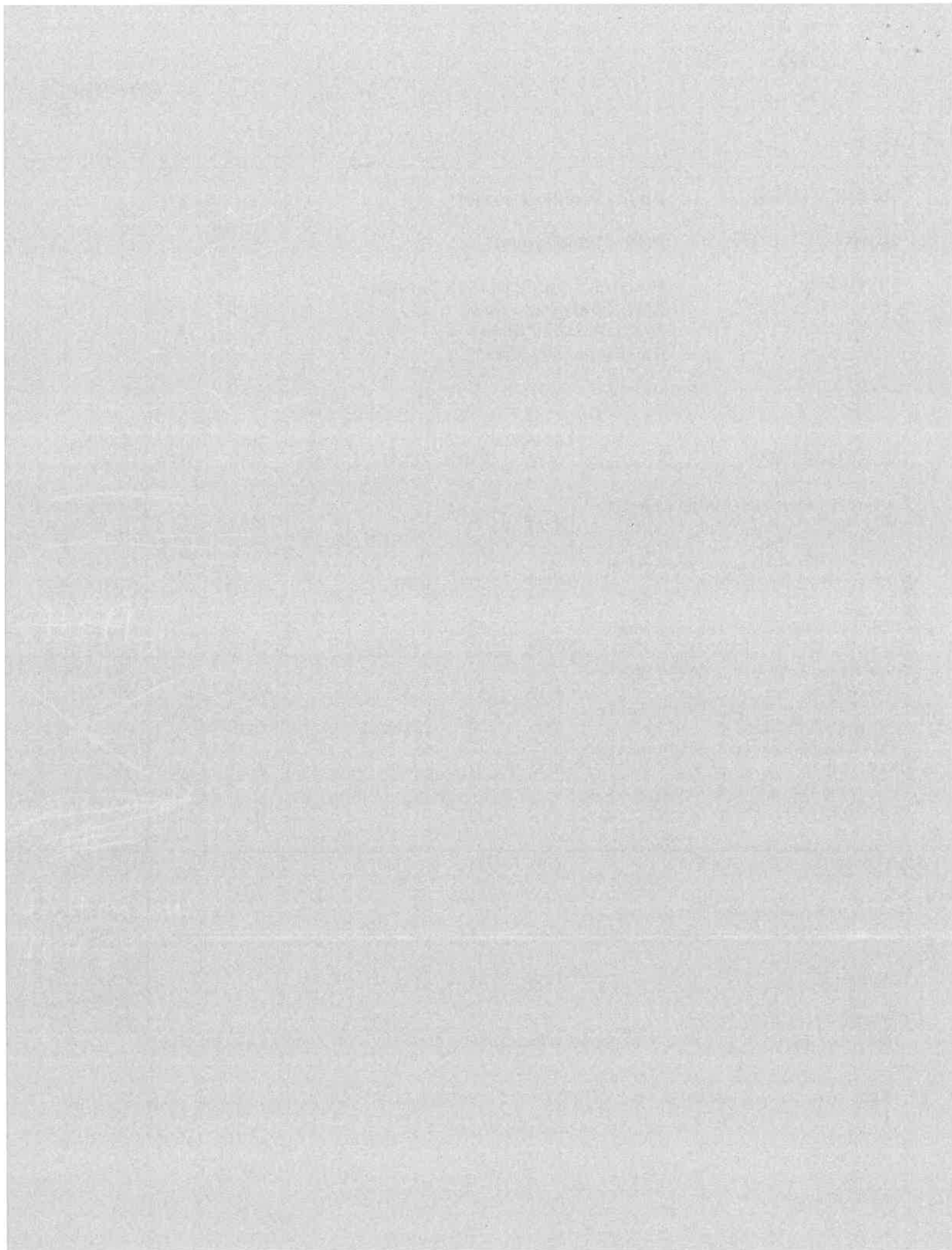
CONTRACT TYPE: POS – Employment

INVOICES: Houston County Human Services
Attn: Cindy Melbostad
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$20.00	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$7.14	per 15 min unit	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$7.14	per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$8.22	partial day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$8.22	partial day	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$9.24	day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$9.24	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$13.70	day	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$13.70	day	PER SERVICE AGREEMENT
Transportation - MH	4160	11	741	1	1	1	PER SERVICE AGREEMENT
Transportation - County Services	5160	11	750/760	1	1	1	PER SERVICE AGREEMENT

Services may not be provided without prior authorization from a Houston County Case Manager.

¹ Not to exceed amounts indicated on Individual Service Agreements with Houston County Service Total not to exceed \$44,289.98.



Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 3/5/2020

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Purchase of service agreement with ABC Woodland.

Attachments/Documentation for the Board's Review:

Soft copy of agreement attached and hard copies in file for signature

Justification:

Action Requested:

Review and approve contract as presented

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Jeff Babinski

Subject: FW: Solid Waste Policy Board Renewal for 4/30/20
Attachments: image002.emz; image011.emz

March 4, 2020

Dear Ms. Teresa Walter:

Re: Renewal of Solid Waste Policy Board Member Term

Your Membership Term to the Solid Waste Policy Board is expiring 4/30/20. We greatly appreciate your participation on the Solid Waste Policy Board. In order to continue representing your region please provide a letter of reappointment, from your Board, for approval by the La Crosse County Board.

Thank you for your representation on the Solid Waste Policy Board.

Sincerely,



Jadd Stilwell, Deputy Director
La Crosse County Solid Waste Department

Linda K. Bettin, Administrative Associate
La Crosse County Solid Waste Dept.
3200 Berlin Drive, La Crosse, WI 54601
Phone: (608) 881-8441
Fax: (608) 785-6160
LBettin@lacrossecounty.org



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Houston County Request for Proposal

Comprehensive Land Use Plan Update

RFP Schedule

Release of RFP

March 11, 2020

Deadline for Written Questions and Inquiries

March 16, 2020

Proposal Submission Deadline

April 6, 2020

Interviews with shortlisted firms

April 17-20, 2020

Houston County Board Approval

April 28, 2020

This RFP contains the following sections:

1. Project Information
 2. Scope of Work and Deliverables
 3. Proposal Content
 4. Proposal Evaluation
 5. Proposal Submittal
 6. Proposal Questions
- Appendix A – Terms and Conditions
- Appendix B – 2008 Comprehensive Land Use Plan

1. Project Information

1.1 Project Overview

Houston County is requesting a Proposal from experienced consulting firms that are interested in assisting the Houston County Board of Commissioners and staff with updating the County's long-term Comprehensive Land Use Plan.

The chosen firm will be expected to provide a full range of professional services to lead the development of the updated Comprehensive Land Use Plan, including planning expertise in rural land use, transportation, environmental protection and public participation. Consultants must also have experience in residential and economic development, growth management, geographic information systems, aggregate resources, agricultural preservation and protection of natural resources and the environment.

1.1.1 Background

Houston County's current Comprehensive Land Use plan was originally adopted December 8, 1998 and re-approved in December, 2008. The Board of Commissioners created a Comprehensive Land Use Plan Update Committee in 2019, which has begun preliminary work to review and update the plan. However, a series of delays and public input have led the board to consider outside consultation to complete the plan update.

1.1.2 Vision Statement:

Provide quality, essential, and affordable public services to the community and beyond.

1.1.3 County Values to guide plan development:

- Houston County recognizes the cultural and economic importance of agriculture to the community. Local decisions should support maintaining and sustaining the vitality of family farms and locally owned agricultural operations and support practices that balance the conservation of soil, water quality, and economic viability.
- Houston County values the importance of sound environmental practices that promote the efficient use of all natural resources and protection of environmentally sensitive natural resources.
- Houston County acknowledges aggregate materials are important to the economic basis of the community and to use in construction, road maintenance and other uses and strives to balance access to materials with protection of natural resources.
- Houston County affirms the need to promote growth, retention and diversification of business activity to provide employment opportunities and access to goods and services for the county and regional population.

- Houston County has a significant proportion of land classified as natural resource areas and supports the federal and state regulations requiring careful control of development in sensitive areas to minimize pollution problems and protect the public health and safety.
- Houston County has a road network of Township, County, and State roads that meet or exceeds standards of safety and accessibility and encourages continued priority of maintenance and improvement of road segments to support the economic vitality of the County and region.
- Houston County desires citizen participation in all phases of the preparation and implementation of this Comprehensive Plan, general planning and general county operations.

1.1.4 Demographics and Land Use

Houston County sits at Minnesota's southeast corner, bordering Wisconsin across the Mississippi and Iowa at its southern border. The county's terrain consists of rolling hills on its western end, transitioning to bluffs carved with drainages toward the east. The County rests in the "Driftless Zone", marked by the absence of glacial drift, thus features a mixture of agricultural land and steep bluffs covered with hardwood forests and a number of major river corridors, streams, and lowlands cutting through the bluffs. The County boasts natural springs, trout streams, the Root River and wetlands along the Mississippi River, which provides an abundant habitat for wildlife making the County a destination for hunting, fishing, camping and other outdoor activities.

Houston County has a total area of 569 square miles, with roughly 60% dedicated to agriculture and agricultural industries. Though Houston County has seen a slight decline, similar to national trends, agriculture remains a very important part of the rural communities located throughout the County. As of the 2017 Census of Agriculture, there are 891 farms in the county, down only 3% from 2012. Of the 1,437 producers; 96% remain family farms and 22% hire additional labor. Of concern, 33% of producers are aged 65 or older, with only 5.6% under the age of 35. However, 335 (23%) are considered new or beginning farmers, so there is still inflow to the agricultural economy. The County has historically strictly regulated any non-farm development in the agricultural area, maintaining that Agriculture is a vital part of the local economy, strict control minimizes urban/rural conflicts, minimizes local service costs and protects woodlands, wetlands, sloughs and streams.

Politically, the County is divided into 17 townships and 5 cities. Traditionally, the County's land use plan has limited the density of development in the agricultural areas of the County by limiting the development of non-farm dwellings to one per quarter-quarter section with a

minimum lot size of one acre to minimize the amount of land removed from agricultural production. The County has encourage urban development within the existing cities or adjacent to them provided that adequate sanitary sewer service is either available or can be safely provided. There are several rural, unincorporated communities located in various parts of the County. Most of these communities have not experienced any growth, nor have County officials actively encouraged growth in these areas due to their lack of urban services.

According to the 2010 Census data, the County's population was 19,027 with a predicted estimated decline of 2.3%, putting the last estimate in 2018 at 18,578. Statistically, Houston County reflects similar trends to local Minnesota Counties, with one statistic that stands out – 44% of the County workforce worked outside of Minnesota and an additional 9% worked outside of the County.

1.1.5 Project Purpose

The purpose of this project is to produce a Comprehensive Land Use Plan update that is derived from citizen and stakeholder input and provides a clear direction for future land use decisions and County services for the next 10 years and beyond. The CLUP will be the guiding planning document for Houston County, and serve as the basis for planning and zoning decisions, regulations, policies and initiatives to be considered and implemented by the County. It should reflect the unique character of the County, consider growth management, agricultural preservation, environmental and natural resource protection, access to aggregate resources, transportation, parks and recreation, economic development and build upon County strengths.

The services provided by the selected consultant will include, but are not necessarily limited to:

- Evaluating the existing Comprehensive Land Use Plan and goals approved in 2008;
- Assessing the County's current condition including demographics, land use, transportation, design, and community character;
- Gathering public input on the goals and concerns of residents, businesses and other stakeholders;
- Incorporating current planning documents into the land use policy analysis including the Zoning Ordinance, Water Management Plan, Solid Waste Management Plan and other adopted plans and Ordinance;
- Develop projections for future growth and development in the County;
- Determining a specific implementation plan for short- and long-term goals and action items;
- Proposing policies, initiatives, and additional tasks necessary to accomplish the planning goals of the community;

- Evaluating existing park and recreation facilities and identifying potential improvement opportunities.

In addition to the items listed above, the County is open to suggestions which the consultant believes will be of value in producing a dynamic Comprehensive Land Use Plan Update that will have practical applications.

The consulting firm selected for this project will work closely with County staff, local officials, and stakeholders in the County. The County Administrator will serve as the point of contact for the project and provide staff support to keep the project within a manageable budget. All work performed under the anticipated contract must be carried out in accordance with the procedures, requirements and regulations of Houston County.

The Board of Commissioners has designated an amount not to exceed \$XX,XXX. The budget should include 7% for contingency, to be set aside for additional or unexpected tasks that arise during the planning process. The final contract dollar amount will be negotiated with the selected consultant.

1.2 Project Schedule

1.2.1 Proposed Evaluation Schedule

Houston County anticipates the following schedule for evaluating consultant proposals:

Request for Proposals Released	March 11, 2020
Written Questions Received	March 18, 2020
Response to Questions Released	March 24, 2020
Proposals Due	April 6, 2020
Houston County Internal Review	April 6-10, 2020
Consultant Interviews (If necessary)	April 17-20, 2020
Contract Negotiations and Finalization	April 21-24, 2020
Houston County Board Approval	April 28, 2020

The project work will commence upon selection of the consultant and after award of the contract. It is anticipated that a consultant will be under contract by April 28, 2020.

The consultant shall propose a project schedule based on a project completion date of no later than September 15, 2020. Recommendations for the project schedule and streamlining of efforts are encouraged.

2. Scope of Work and Deliverables

2.1 Work Statement

The role of the selected consultant team will be to complete tasks necessary to draft an updated Comprehensive Land Use Plan that addresses all of the components of the topic areas identified in section 2.3 Deliverables. The updated CLUP must be in a form suitable for submittal to the Planning Commission and County Board of Commissioners for review, and must be submitted in both printed and electronic format.

All aspects of the scope of services outlined below are included herein are expected to be completed within the agreed upon project deadlines.

2.2 Project Coordination

2.2.1 Project Management

The County Administrator will serve as overall project management and primary point of contact for direction, deliverable review and approval, management of contract, and external communications for the CLUP update process.

The consultant will perform work necessary to effectively coordinate the project development, including the project schedule and budget. The consultant will assist in managing the Project Management Team, consisting of the Comprehensive Land Use Plan Advisory Committee and key Houston County staff, guiding the team through project goal setting, engagement and data collection, concept development, and plan drafting. Houston County staff will work closely with the consultant to develop content, provide feedback/comments, and offer project direction.

Proposals should articulate project management measures required to ensure that the project is completed on time, within budget, and in accordance with applicable laws, policies, standards, and industry best practices.

2.2.2 Project Communication Expectations

Consistent communication between Houston County's project manager and the consultant project manager will be needed to ensure the project is progressing on-time and on-budget. Proposals should account for a weekly brief status update email or call documenting completed tasks, upcoming tasks, delays to the schedule, and any assistance needed.

The awarded consultant will be responsible for documenting relevant communication throughout the project. For example, stakeholder meetings will require meeting minutes, and phone calls may require follow-up emails with talking points and any decisions made. These will generally not be submitted any later than seven days from the meeting or phone call.

Houston County must be notified for any proposed change in schedule or budget of any individual task or subtask after finalization of schedule and budget. Changes in scope, project timelines, or both will need to be documented through a project memorandum with sign-off by the consultant and Houston County Staff.

2.2.3 Public and Agency Involvement

The consultant will work with the County to plan and perform public and agency involvement to facilitate input and support of the project. A public and agency engagement strategy is needed to assess stakeholder input, perform the alternatives development and evaluation process, and facilitate acceptance and approvals of the project.

Houston County is not requiring a specific number of engagement meetings be conducted. However, the County Board of Commissioners are interested in at least one ‘town-hall’ session in each of their districts before the plan is drafted. Based on best practices, past experience, and the stated budget, we are looking for the consultant to propose a public involvement plan that they view as the most effective. Please refer to the proposal outline 3.2 Proposal Outline for more information. The final framework and process will be finalized pending negotiation of the final contract.

Houston County will provide a style guide for use creating documents for the public (newsletters, post cards, poster, etc.).

2.2.4 Interagency Coordination

While Houston County retains the responsibility for overall coordination and contact with the interested agencies (townships, cities, state agencies, etc), it is recognized that the consultant may require certain information from these agencies in order to properly complete certain key tasks. All briefing of the agencies, request for information from the agencies, and contact with the agencies will be done with the full knowledge and active participation of Houston County.

2.2.5 Houston County Data Access

Houston County creates and maintains a variety of GIS data sets. Relevant data will be shared with the consultant upon awarding the contract.

2.2.6 Consultant Data Collection, Survey Data, Site Visits

With input from Houston County, the consultant shall collect existing data and reports relevant to the project area and obtain new information as needed for the project. All activity will be done with the full knowledge and active participation of Houston County.

2.3 Deliverables

The Updated Comprehensive Land Use Plan report must clearly define planning findings and recommendations. All reports/documentation must be developed and presented in Microsoft Office, or other acceptable program as determined by Washington County. Digital versions of the updated CLUP and other relevant documents suitable for online viewing, must also be submitted. The Updated CLUP document must be suitable for copying on commercial black and white and color copying machines.

Sufficient copies for Planning Commission and Board of Commissioners review/approval must be printed on 8-1/2" by 11", printed two sides, black ink, spiral bound, and hard cover in accordance with the developed project schedule.

2.3.1 Updated Comprehensive Land Use Plan Content

The Updated Comprehensive Land Use Plan must examine and address the following topics, establishing proposed goals and objectives in each topical area:

- A. Executive Overview
- B. County History and Demographics
- C. General Goals and Objectives
- D. Topical Goals and Objectives
 - D1. Agricultural Land Preservation
 - D2. Natural Resource Preservation
 - D3. Economic Development
 - D4. Transportation
 - D5. Housing and Urban Expansion
 - D6. Recreation and Tourism
 - D7. Future Land Use
- E. Implementation
 - E1. Intergovernmental Cooperation
 - E2. Capital Improvement Plan
 - E3. Zoning Regulation update Plan
 - E4. Review and Revision Plan

The consultant will work with the County Staff and CLUP Advisory Committee to refine the topic list and Plan format as needed to address feedback received from the public during plan development.

3. Proposal Content

3.1 Proposal Format

Consultant responses must include three copies of the proposal and one digital .pdf format.

Proposals shall be prepared using 8-1/2" x 11" double-sided paper with all text clear of bindings. Use of 11x17 fold-out sheets for large tables, charts, or diagrams is permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section.

Proposals may not exceed 20 pages (of text) in length. Appendices may be attached to the end of proposals and are not to exceed 10 pages. Appendices may contain summaries of relevant project examples, consultant staff resumes, or other supporting documents.

3.2 Proposal Outline

The proposal must contain the following information, labeled 1-10 and presented in the order shown:

- 1. Cover Letter:** Introduce the consultant submitting the proposal, including the name, address, telephone number, email address of the contact person(s) representing the firm and also the names of other firms or individuals participating in the proposal.
- 2. Table of Contents:** Identify the proposal material by section and page number. Tabs are recommended for differentiating sections of the proposal.
- 3. Project Analysis Approach:** Briefly identify the sources and specific methods the consultant intends to use to conduct the analysis that will inform the Updated CLUP.

Consultant should provide a plan to assess and provide guidance on a number of issues specific to Houston County's plans, including, but not limited to:

- Public input into plan development
- Public review of draft plans
- Public and Subcommittee work addressing topics identified in section 2.3.1

Specific, innovative approaches that suggest creative use of data or technology for facilitating public input on this analysis are also encouraged.

- 4. Public Involvement Plan:** The proposal should provide an overall approach to public and agency involvement, as well as specific involvement activities, techniques, strategies and how these specific tasks will integrate into the overall process. This must detail methods to first

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facilitate input from the community, and then convey the updated CLUP content (once it is complete) to the Public. Specific, innovative approaches to public engagement are encouraged.

Houston County is not requiring a specific number of engagement meetings be conducted. However, the County Board of Commissioners are interested in at least one ‘town-hall’ session in each of their districts before the plan is drafted. Based on best practices, past experience, and the stated budget, we are looking for the consultant to propose a public involvement plan that they view as the most effective. Consultants should consider the following in their proposals:

As part of the public engagement process, Houston County has put together an advisory committee (County Commissioners, Township and City representatives, and County Staff) that would meet several times and provide input throughout the project. The County will lead this group and like support from the consultant in assistance/attendance, developing meeting materials, draft summaries of key meeting findings, and suggestions of engagement exercises.

Additionally, smaller sub-committees have been formed to address the topics of Agriculture, Natural Resources, Economic Development and Transportation. These groups consist of Advisory Committee members, County Staff, and citizen involvement. Their current involvement varies by group. The County would like support from the consultant in assistance (possible attendance), developing meeting materials, and suggestions of engagement exercises.

Houston County desires a mix of open houses, popup/intercept events, focus group listening sessions and/or online engagement. The County will lead these groups, but would like support from the consultant in assistance/attendance, developing meeting materials, draft summaries of key meeting findings, and suggestions of engagement exercises.

The public engagement process must seek to mitigate existing racial, ethnic, cultural, or linguistic barriers and include people of diverse ages, races, ethnicities, incomes, national origins and abilities. Proposal must recommend specific engagement strategies to give all county residents an opportunity for input.

Houston County will also operate and maintain a project website for this project. The County would like support from the consultant in assistance developing materials and sharing content on the website to provide transparency and solicit input throughout the project.

5. Work Plan: Provide a table showing a proposed schedule breakdown of the project by phases and tasks. For each task, identify the following:

Specific staff to be involved, roles and responsibilities.

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Time commitment for each person in hours per task.

Anticipated timing of the task over the duration of the project.

6. Profile of Organization: State the full name and address of your organization. Include the branch office or other subordinate element that will perform or assist in performing the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Minnesota. Consultants may also consider including information on the history of the firm and organizational mission/goals.

7. Project Personnel Profile: Identify individuals by name, title, skill and qualification that will be employed in the work. Identify which staff will be working locally.

Describe current assignment and time commitment to that assignment for all key personnel. Confirm that each team member will be fully engaged in the project as described for the duration of the contract.

8. Relevant Experience: List specific types of experience the consultant team has in the following areas:

Developing Comprehensive Plans for Counties or Cities in Minnesota.

Working with multiple stakeholder committees and the public on planning a project.

Using innovative engagement methods effectively to build community support.

Demonstrate past experience and familiarity with projects in Houston County.

9. Project Budget: Submit as part of proposal:

Fee proposal the Updated Comprehensive Land Use Plan which includes your firm's 'not to exceed' fee. The quoted fee shall include estimated reimbursable fees including all expenses associated with mailings and publications. The quoted fee shall also include sales tax, if applicable.

Itemized list that matches the tasks identified in the Work Plan.

Current hourly rates for staff.

Current overhead rates for all team member firms.

A per-meeting cost for any proposed meetings.

A schedule of reimbursable direct expenses by firm and expense type.

A 7% contingency which shall be included in the Project Budget.

Signature and contact information of authorized firm negotiator/expeditor.

10. Professional Reference: Provide two professional references of project manager-level staff that the consultant has completed relevant work for within the last five years. References should be willing and able to speak candidly about the consultant's quality of work and performance on public planning projects. Preferably, the references are Minnesota-based agencies. Include the reference's name, title, work email, work phone number, and the relevant project(s).

3.3 Proposal Administration

3.4.1. Contract Administrator

All communications concerning the RFP and Comprehensive Land Use Plan Update contract must be directed to:

Jeff Babinski
304 S. Marshall St., Suite 212C
Caledonia, MN 55921
jeff.babinski@co.houston.mn.us

3.4.2 Scope of Work Change

Houston County will consider modifications to the scope of work that will result in more effectively accomplishing the objectives of the master plan. Any modification submitted should be clearly marked as such within the proposal and cost estimate, with an explanation of its expected benefit and impact on other tasks within the scope of work.

3.4.3 Incurring Costs

Houston County shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals. Pre-contractual expenses include preparing or submitting a response to this RFP and negotiating with Houston County on any matter related to this proposal. Any other expenses incurred by the proposer prior to the date of execution of the proposed contract will be considered a pre-contractual expense. Total liability of Houston County is limited to the terms and conditions in this agreement.

3.4.4 Joint Offers

Where two or more consultants desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Houston County intends to contract with one single firm.

3.4.5 Disclosure

All information in a submitter's proposal, except fee analysis, is subject to disclosure under the provisions of Minnesota Statute Chapter 13 "Minnesota Government Data Practices Act".

4. Proposal Evaluation

Representatives of Houston County will evaluate all responses received by the deadline. All responses will be evaluated on the basis of qualifications so the team(s) should be aware that their experience in providing similar services or similar projects may influence their scores.

A 100-percent scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

Criteria	Points
Expressed understanding of project objectives and technical design of the proposal. The proposal adheres to the document organization and content requested in the RFP.	/10
The Project Analysis Approach is descriptive and specific in conveying the consultant's analysis process. It effectively articulates how the proposed process will produce a plan that is comprehensive, strategic, and pragmatic.	/15
The Public Involvement Plan and project team's experience in conducting successful and comprehensive stakeholder engagement. How the approach to public engagement seeks to engage all residents.	/15
The Work Plan is action-oriented and identifies specific goals, strategies and a practical timeline.	/15
The proposal team's background, qualifications, and experience with similar master plans, including ability and experience in handling similar projects.	/10
The availability of personnel and other resources to perform the work within the specified project schedule.	/10
Project Budget is reasonable, reflective of project needs, and presented as requested in the RFP.	/10
Input from provided professional references.	/10
The content has been reviewed and is free of distracting spelling, punctuation, and grammatical errors.	/5
Highest Possible Score	/100

Houston County may interview any or all proposers at its discretion. Houston County will not be responsible for any costs incurred by a proposer in preparing for or making a presentation. Houston County reserves the right to select a consultant without conducting interviews. Proposals will be evaluated and chosen on the basis of the quality of the proposal and their qualifications. The successful

proposer then will be required to submit a detailed scope of services and budget promptly after selection. Houston County and the successful proposer will then meet to negotiate the final scope of services and compensation. If Houston County and the successful proposer are unable to agree upon a scope of services and compensation within a reasonable time, as determined by Houston County, then negotiations may commence with the next highest ranked proposer.

Prospective consultants should thoroughly read the Contract Terms and Conditions attached in Appendix A as the awarded consultant shall be required to comply with the terms and conditions contained therein.

5. Proposal Submittal

Please submit three physical copies and one digital pdf of the proposal to:

Attn: Jeff Babinski
 Comprehensive Land Use Plan Update
 304 S. Marshall St., Suite 212C
 Caledonia, MN 55921
jeff.babinski@co.houston.mn.us

Proposals are due: April 6, 2020 at 4:30 PM.

The proposal must adhere to the Proposal Format and contain information outlined in the Proposal Outline.

Prospective submitters are responsible for the timely delivery of their proposal. Late proposals will not be considered or accepted. All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

No other distribution of proposals is to be made by the submitter. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least 60 days from the due date for proposals to this RFP.

6. Proposal Questions

Interested consultants may submit questions specific to this RFP in writing by 4:30 PM on March 18, 2020.

All questions are to be directed only to Jeff Babinski, via email to:

jeff.babinski@co.houston.mn.us

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Responses to submitted questions received on time will be posted by 4:30 PM on March 24, 2020 on the Houston County website (www.co.washington.mn.us). The responses will be posted as a Related Document within the initial RFP posting. Changes made to the RFP as a result of questions or concerns raised will also be posted as a Related Document within the initial RFP posting.

No oral questions will be entertained before or after the deadline for written questions specified above.

Please note that no other Houston County personnel are allowed to discuss this RFP with anyone, including Respondents, before the proposal submission deadline. This RFP does not obligate the county to award a contract or complete the project. The county reserves the right to reject any or all proposals.