

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 26, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Interim Recorder Mary Betz, Zoning Administrator Amelia Meiners, Environmental Services Director Martin Herrick, Deputy Auditor/Treasurer Nikki Konkell, Deputy Auditor/Treasurer Kathlene Barnet, Deputy Auditor/Treasurer Polly Heberlein, Surveyor Eric Schmitt, James Grondin, Jeremiah Shaver, Connie Meiners, Kate Snodgrass, Rod Amundson, Laurie Wahlert, Jan Deters and Orion Deters

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Commissioner Burns asked that approving a modified Wildcat contract be added to agenda action items. Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Walter, seconded by Commissioner Burns, motion unanimously carried to approve the meeting minutes from April 12, 2022.

Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion unanimously carried to approve the workgroup session minutes from April 19, 2022.

Public Comment: Jeremiah Shaver told the board he was a resident of Holmen, Wisconsin. He said he had been unable to make it to the public hearing regarding the no wake zone on West Channel, but had some comments regarding the hearing that he wanted to share with the board. Shaver said he was not in favor of the no wake zone. He said he was responsible for the additional bass tournaments that were happening in the area. He said the buoys in the water near Shore Acres were his and that he had a permit for them.

APPOINTMENTS

None.

CONSENT AGENDA

Motion was made by Commissioner Walter, seconded by Commissioner Burns, motion unanimously carried to approve the consent agenda. Items approved are listed below. Commissioners thanked Elizabeth Knutson for her years of service to Houston County.

- 1) Approve agreement with Tellurian UCAN Inc. for adult mental health crisis stabilization services.
- 2) Accept the resignation of Elizabeth Knutson, Public Health Nurse, effective 5/31/2022, and thank Ms. Knutson for her service to the residents of Houston County.
- 3) Approve initiating a competitive search for Public Health Nurse.
- 4) Appoint Erin Cognac, as a probationary Lead Social Worker (Children's Services), C42 (Exempt) Step 3, effective 04/27/2022.
- 5) Approve the hire of Calvin Nagle as an at will, temporary/seasonal licensed Deputy Sheriff at an hourly rate of \$29.84 per hour effective 4/27/2022, for boat patrol conditioned upon successful completion of a background check.
- 6) Approve the hire of Storm Davis as an at will, temporary/seasonal licensed Deputy Sheriff at an hourly rate of \$29.84 per hour effective 4/27/2022, for boat patrol conditioned upon successful completion of a background check.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to accept a quote for CP 2022-04 for crack filling from Fahrner Asphalt Sealers LLC in the amount of \$3.68/lb for flex patch crack repair on CSAH 4 South and \$4.90/lb to blow and seal CSAH 27.

File No. 2 – Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve a MOU with La Crosse County on HHW Events scheduled for May 4, 2022 and August 13, 2022.

File No. 3 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a Houston County Hauler License Renewal for Generation X Construction for 2022.

File No. 4 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to re-establish district boundaries for Houston County and adopt Resolution No. 22-25. Auditor/Treasurer Trehus told the board that no redistricting had been needed for Houston County. See resolution below.

RESOLUTION NO. 22-25

RE-ESTABLISH DISTRICT BOUNDARIES

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, subdivision 3(d) requires that district boundaries must be re-established within 60 days of the time when the legislature has been redistricted or at least 19 weeks before the state primary election in a year ending in two, whichever comes first;

NOW THEREFORE BE IT RESOLVED that the County Commissioners of Houston County, County of Houston, State of Minnesota hereby reestablishes the County Commissioner Districts as follows: (See attached maps)

File No. 5 – Prior to making a decision Commissioners discussed whether to use or not use polling pads for Houston County elections. If used the pads would replace the traditional paper rosters that Houston County had previously used to check in voters at elections. Commissioner Walter said that she thought La Crescent township was looking forward to using the polling pads. Commissioner Johnson said that while he was originally in favor purchasing the pads years ago with matching grant funds he had since changed his mind on using them. Johnson said that he did not see the need for using the pads especially since some voters had expressed concerns over their use. Johnson said “why fix something that isn’t broke.” Commissioner Myhre allowed members of the public to address the board regarding the polling pads. Houston County residents Jan Deters, Laurie Wahlert, Orion Deters, and Rod Amundson each addressed the board separately with concerns about using the polling pads at Houston County Elections. Each resident who spoke at the meeting regarding the topic asked the Commissioners not to use the polling pads. Residents brought up security concerns regarding the polling pads. Commissioner Burns said that if a precinct did not want to use the pads they could decide not to use them. Auditor/Treasurer Trehus said she would encourage all precincts to use the polling pads. She said the pads were safe and would make the voting process more efficient. Commissioner Severson moved, Commissioner Walter seconded, motion carried 3 to 2 to use the polling pads at Houston County elections. Commissioners Johnson and Myhre voted no.

File No. 6 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to accept donations to Houston Co Extension received from businesses and agencies that would be used for funding Farm Safety Day.

File No. 7 – Commissioner Burns moved, Commissioner Serverson seconded, motion unanimously carried to use American Rescue Plan Act (ARPA) dollars to purchase a new Electronic Document Management System (EDMS) system in the amount of \$215,000.

File No. 8 – Commissioner Burns moved, Commissioner Serverson seconded motion unanimously carried to approve the modified Wildcat contract with Edward “Jake” Lonkoski for the management and operations of Wildcat Park.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Finance Meeting, Department Head Meeting, and Local Board of Appeals and Equalization Meetings.

Commissioner Johnson said the personnel committee was working with Human Resources to set up department head reviews. He also suggested that the County adopt a formal scoring policy for interviews to be used at each County job candidate interview.

It was the general consensus of the Commissioners to proceed with the process of contacting the DNR regarding the no wake zone on West Channel.

Closing Public Comment: None.

Commissioner Serverson moved, Commissioner Myhre seconded, motion unanimously carried to adjourned the meeting at 11:06 a.m. The next meeting would be a regular meeting on May 3, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

| | | | | | |
|-------------------------------|----------|--------------------|----------|--------------------------|-------|
| <u>Reviewed by:</u> | <u>X</u> | HR Director | <u>X</u> | Sheriff | _____ |
| | <u>X</u> | Finance Director | _____ | Engineer | _____ |
| | _____ | IS Director | <u>X</u> | PHHS | _____ |
| | _____ | County Attorney | _____ | (indicate other dept) | _____ |
| | _____ | Environmental Svcs | | | |
| <u>Recommendation:</u> | | | | | |
| <u>Decision:</u> | | | | | |

Houston County Agenda Request Form

Date Submitted: 2/3/2022

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

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

Issue:

Review and approve amendment to the 2022 Hiawatha Valley Mental Health Center HVMHC contract. The wrong rate sheet was attached to the contract that the Board approved on 2/8/22. While the rates for specific services are different, there is no change to the not to exceed total for the contract for 2022.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review.

Justification:

Action Requested:

Review and approve contract amendment as presented.

| For County Use Only | | | |
|-------------------------------|---|---|--|
| <u>Reviewed by:</u> | _____ County Auditor _____ Finance Director _____ IS Director | _____ County Attorney _____ County Engineer _____ Other (indicate dept) | _____ Zoning/Environmental Service _____ HR/Personnel |
| <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.

**PURCHASE OF SERVICE AGREEMENT
FOR MENTAL HEALTH SERVICES**

The Houston County Board of Commissioners, 304 South Marshall Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and Hlawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2022 to December 31, 2022, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 22, Termination, paragraph a.

WITNESSETH

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor according to county criteria to provide mental health services to persons; and

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, 245.486 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:**

SERVICE DESCRIPTION

**Medical Evaluation & Management (New and Established Clients at all Levels)
Clinical Supervision**

Residential Staff Support - Overnight

- 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, 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 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. **Payment for Purchased Services:**
- a. **Certification of Expenditures:**
The Provider shall, within fifteen (15) working days, following the last day of each calendar month, 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 amount listed in Attachment A.

c. **Advisory Council:**

The County shall also compensate the Provider for mileage, supplies, postage and staff salary expenses for participation in mental health advisory council functions in an amount not to exceed five hundred dollars (\$500.00) based on invoices for actual expenses.

d. **Waiver-Funded Services:**

For services identified to be billed to the MA waiver instead of the County, Provider will follow standard waiver billing procedures and accept waiver funds as full payment.

5. **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. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. Background studies must be completed and approved before staff can provide services with or without supervision.

c. 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.

d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.

- e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
6. **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 Hiawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987, 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 7 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:

- ☒ The Provider agrees to report to the County monthly the Total Number of Program Participants and units of security service codes.
 - ☒ The Provider agrees to report to the County annually the Units of Service and Number of Clients by service code, by sex, race, ethnicity and age.
 - ☒ 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.
 - ☒ The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a semi-annual basis:
 - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
 - 2) The number of case management units of service provided to each client; and
 - 3) The date of birth, race, and sex of each client.
 - ☒ The minutes of the Hlawatha Valley Board will be available, upon request, to the County.
 - ☒ The Provider agrees with within one hundred and eighty (180) days of the close of its fiscal year an audit will be conducted by a qualified independent auditor. Upon completion of the audit, a copy of the audit report must be filed with the County. Houston County reserves the right to review audits in depth. If it is determined that a Provider's total equity balance is greater than twenty-five percent (25%) of the Provider's budget, County staff will meet with Provider staff to review the circumstances.
 - ☐ (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 6.
- 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.

7. 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 Puleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55821
john.puleasa@co.houston.mn.us
- b. The Provider: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Samia Street
Winona, MN 55987
erike@hvmhc.org

8. 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 7. 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.

9. 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 Erik Sievers.
- 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 Human Services Department (HCHS), 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 HCHS 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.

10. 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.

11. 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.

12. 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 the Joint Deputy Director of Houston County Human Services 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 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.

13. 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.

14. 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.

15. 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 15 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

16. 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 7 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) 725-5886.

17. 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 20 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.

18. 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

19. 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.

20. 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.

21. 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 7, 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 21(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 21(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.

22. 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, 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 21(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 7.
- 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.
23. 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.
24. 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.

25. **Merger:**

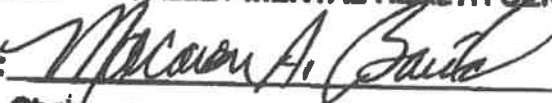
- a. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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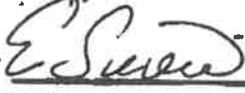
IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

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.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: 
Chairperson

DATED: 3/16/2022

BY: 
Erik Slevens
Executive Director

DATED: 3/22/2022

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____
Chairperson

DATED: _____

BY: 
Director
Houston County Human Services

DATED: 3/16/22

APPROVED AS TO FORM AND EXECUTION

BY: 
Houston County Attorney

DATED: 4/27/22

**Amended Attachment A
2022**

AGENCY NAME: Hiawatha Valley Mental Health Center

CONTRACT TYPE: POS – MH Services

INVOICES: Houston County Public Health & Human Services
Attn: Susan Tostenson
304 S. Marshall Street
Caledonia, MN 55921

| SERVICE DESCRIPTION | BRASS CODE | CPT CODE | UNIT RATE | UNIT TYPE | SERVICE TOTAL |
|--|------------|----------|-----------|-----------|---------------|
| Medical Evaluations and Management (New Client) Level 1 - MD | 4540 | 99201 | \$80.00 | Session | \$60,000.00 |
| Medical Evaluations and Management (New Client) Level 2 - MD | 4540 | 99202 | \$160.00 | Session | |
| Medical Evaluations and Management (New Client) Level 3 - MD | 4540 | 99203 | \$240.00 | Session | |
| Medical Evaluations and Management (New Client) Level 4 - MD | 4540 | 99204 | \$319.00 | Session | |
| Medical Evaluations and Management (New Client) Level 5 - MD | 4540 | 99205 | \$399.00 | Session | |
| Medical Evaluations and Management (Estab. Client) Level 1 - MD | 4540 | 99211 | \$33.00 | Session | |
| Medical Evaluations and Management (Estab. Client) Level 2 - MD | 4540 | 99212 | \$65.00 | Session | |
| Medical Evaluations and Management (Estab. Client) Level 3 - MD | 4540 | 99213 | \$98.00 | Session | |
| Medical Evaluations and Management (Estab. Client) Level 4 - MD | 4540 | 99214 | \$260.00 | Session | |
| Medical Evaluations and Management (Estab. Client) Level 5 - MD | 4540 | 99215 | \$391.00 | Session | |
| Residential Staff Support – Overnight Bluffview | 4345 | NA | \$272.00 | MO | |
| Residential Staff Support – Overnight Bluffview | 4345 | NA | \$9.00 | DAY | |
| Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall | 4345 | NA | \$164.00 | MO | |
| Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall | 4345 | NA | \$5.00 | DAY | |
| Clinical Supervision | NA | NA | \$150.00 | HR | |
| Rule 25 Assessment | 3051 | NA | \$168.00 | Session | |

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



COUNTY OF HOUSTON
Professional/Technical Services Agreement
Houston County Courthouse – Restroom Renovations

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter **HOUSTON**), and Fowler * Hammer, Inc. (hereinafter **CONTRACTOR**).

WHEREAS, **HOUSTON** pursuant to Minnesota Statutes Chapter 375, is empowered to procure professional and technical services, and

WHEREAS, **HOUSTON** requested quotes for upgrades to the current ADA accessible restroom and the adjacent women's restroom located on the first floor of the Historic Courthouse; and

WHEREAS, **CONTRACTOR** represents it has employees and agents who are duly qualified and willing to perform the services set forth in this **CONTRACT**.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This **CONTRACT** shall be effective on May 3, 2022, or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through completion of the project, unless cancelled pursuant to the provisions set forth in clause V. herein.

II. CONTRACTOR DUTIES

CONTRACTOR will deliver the requested professional services, in a timely manner, consistent with the requirements set forth in the Houston County Historical Courthouse Restroom Renovations RFQ (Exhibit A) and **CONTRACTOR's** Response to RFQ (Exhibit B).

III. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration. HOUSTON shall pay for services performed by CONTRACTOR pursuant to this CONTRACT as follows:
- HOUSTON agrees to pay CONTRACTOR for services performed based on the hourly rates for specific technical and skilled labor set forth in CONTRACTOR'S proposal.
 - HOUSTON agrees to pay CONTRACTOR for materials and fixtures
- B. CONTRACTOR agrees to consult with HOUSTON on a regular basis throughout the project so that HOUSTON can determine estimated costs as the project moves forward. CONTRACTOR agrees to attain pre-authorization for anticipated labor costs in excess of \$50,000.00.
- C. Payments. CONTRACTOR will provide HOUSTON invoices reflecting materials and labor services performed. Invoices shall be promptly paid within thirty (30) days of the CONTRACTOR'S invoice.

IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

- A. HOUSTON's authorized representative for the purpose of administration of this CONTRACT is:

Name: Theresa Arrick-Kruger
Facilities Mgr.
Address: 304 S. Marshall Street
Caledonia, MN 55921
Telephone: O: (507) 725-5822; M: (507) 459-0125
E-Mail: Theresa.arrick-kruger@co.houston.mn.us

- B. CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: David Mydy
President
Address: 313 Monitor St.
La Cross, WI 54603
Telephone: (608) 782-6849
E-Mail: dmydy@fowlerhammer.com

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, CONTRACTOR shall be entitled to reimbursement for expenses as set forth above.

VI. ASSIGNMENT

CONTRACTOR shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of HOUSTON.

VII. LIABILITY

CONTRACTOR employees and agents at all time remain under the direction and supervision of CONTRACTOR. HOUSTON employees shall at all times remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT.

VIII. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and CONTRACTOR agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this AGREEMENT (Exhibit C).

IX. GOVERNMENT DATA PRACTICES

CONTRACTOR agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored,

used, maintained, or disseminated by the parties in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either CONTRACTOR or HOUSTON. Further, CONTRACTOR will notify the HOUSTON within two business days of any request it receives to release data as a result of this CONTRACT.

XIV. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to CONTRACTOR by HOUSTON and work generated by CONTRACTOR as a result of this agreement will be delivered within ten business days of HOUSTON's request for documents.

XV. 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.

XVIII. JURISDICTION/VENUE

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the CONTRACT shall be venued in Houston County, Minnesota.

XIX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; IX, Government Data Practices Act; XIV, Intellectual Property Rights; and XVIII. Jurisdiction/Venue.

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SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signatory)

APPROVED:

FOWLER & HAMMER

By: (authorized signatory)

Name: Greg Myhre
Title: County Board Chair.
Date: May , 2022

Name: David Mydy
Title: President
Date: May , 2022

HOUSTON COUNTY

By: (authorized signatory)

Name: Theresa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: May , 2022

APPROVED AS TO FORM AND EXECUTION:

By:

Name: Samuel Jandt
Title: County Attorney
Date: May , 2022

EXHIBIT A

HOUSTON COUNTY HISTORIC COURTHOUSE

RESTROOM RENOVATIONS RFQ

EXHIBIT B

FOWLER & HAMMER, INC.'s RESPONSE TO RFQ

EXHIBIT C

ACORD Certificate of Liability Insurance

Consent agenda

Mark Inglett

Wed 4/27/2022 1:18 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

 1 attachments (641 KB)

2022-66 Approve 2022-2024 Detention Center Inter-Agency Service Agreement with Houston County_INCOMPLETE.pdf;

Hey Allison,

I have 2 consent agenda items for the board. (attached)

1. Inmate boarding contract with Winona County.
 - i. This has been through the Winona County process and approved.
 - ii. County Attorney Jandt has reviewed it and approved it.
 - iii. Will need 2 copies signed by the board chair. One for our records and one for Winona County

2. Jail Boarding fees.
 - i. We need to increase our boarding fees to \$65.00/day and \$60.00/day contract rate due to increases we have incurred. The current contract reflexes that increase.

Thanks

Mark

2022-66

**WINONA COUNTY
HOUSTON COUNTY**

**JOINT POWERS AGREEMENT FOR USE OF DETENTION FACILITIES AND
SERVICES**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Winona, Minnesota, acting through its Board of Commissioners (hereinafter WINONA), and the County of Houston, Minnesota, acting through its Board of Commissioners (hereinafter HOUSTON).

WHEREAS, WINONA AND HOUSTON, pursuant to Minnesota Statutes Chapter §471.59 may, by agreement enter into through action of their governing bodies, jointly or cooperatively exercise any power common to the contracting parties or any similar powers, and;

WHEREAS, WINONA desires to board persons detained, charged, convicted, sentenced, or otherwise legally placed in the custody of WINONA, at the Houston County Adult Detention Center (hereinafter the HCDC), located at 306 South Marshall Street, Caledonia, Minnesota, and;

WHEREAS, HOUSTON represents it has staff that are duly qualified, appropriate and available facilities, and is willing to perform the services set forth in this Contract.

NOW, THEREFORE, it is agreed:

- I. TERM OF CONTRACT.** This Contract shall be effective upon the date the final required signature is obtained by both parties and shall remain in effect through January 31, 2024, unless cancelled pursuant to the provisions set forth in section V herein.

II. HOUSTON'S DUTIES

A. Detention Services. HOUSTON shall:

- Provide a minimum of 15 beds per day for the duration of this agreement. Nothing herein prevents HOUSTON from offering more beds to WINONA should HOUSTON have capacity to do so and should WINONA have a need to contract for such.
- Accept all individuals presented as WINONA detainees from authorized WINONA personnel. HOUSTON shall not initially refuse detainees transferred from WINONA unless the 15-bed block is at capacity. HOUSTON shall remain responsible for the daily care of these detainees until released upon lawful order of a court of competent jurisdiction, completion of sentence, or transferred by WINONA.
- Release WINONA detainees upon completion of the detainees' sentences or upon the lawful order of a court of competent jurisdiction.

- Provide for the secure custody, care, and safe keeping of WINONA detainees in accordance with the Minnesota Department of Corrections rules, regulations, and procedures and other state laws or court orders applicable to the operations of the facility. This includes the provision of appropriate detainee clothing. HOUSTON shall dispose of any unclaimed detainee property 30 days after the detainee's release.
- Provide the necessary and appropriate dietary program for each detainee, which shall include three dietician-approved meals each day. Detainees on a work release program shall be provided with a box lunch for the day.

B. **Right to Transfer Reserved:** HOUSTON reserves the right to require transfer of a WINONA detainee who, after initial acceptance, presents an imminent danger of bodily harm to HCDC inmates, staff, or their agents. In such circumstances, HOUSTON shall adhere to the following procedure:

- HOUSTON shall notify WINONA of the above demand in writing.
- The HOUSTON County Sheriff or their representative will arrange for a meet and confer conference with the WINONA County Sheriff or their representative regarding the request for transfer.
- HOUSTON will allow up to 72 hours for WINONA to transfer their detainee to another facility and shall continue to maintain custody of the detainee for that 72-hour period.
- WINONA shall be responsible for locating another suitable facility for the detainee and shall utilize good faith efforts in searching for another facility. If WINONA is unable to locate a facility within the 72-hour timeframe with regard to detainees under the classification of maximum security, WINONA shall utilize good faith efforts in expediting any court process required to transfer the detainee to another facility. WINONA shall pay an additional negotiated fee for the detainee to cover additional expenses incurred by HOUSTON as a result.

C. **Medical and Dental Services.** HOUSTON shall:

- Provide WINONA detainees the same level of medical/dental care and services provided to HOUSTON detainees.
- WINONA will remain responsible for medical and dental care from any pre-existing medical conditions of the detainee or conditions requiring medical care that result from natural cause.
- Medical and dental care expenses resulting from the unpreventable actions or inactions of WINONA detainees shall be the responsibility of WINONA.
- Medical and dental care expenses resulting from negligent actions or inactions of HOUSTON staff that is not in compliance with HCDC policy and procedure, and/or not in compliance with the requirements in Minnesota Administrative Rule Chapters 2900 and 2911, will be the responsibility of HOUSTON.

- Except in the event of a medical emergency, HOUSTON shall notify WINONA and obtain prior written authorization for the removal and transport of a WINONA detainee for offsite medical services. In the event of a medical emergency HOUSTON shall notify WINONA of the medical emergency as soon as practicable to do so.
- Attempt resuscitation procedures on all WINONA detainees unless a signed Do Not Resuscitate Statement is on file with the HCDC.

D. **Records and Reports.** HOUSTON shall:

- Maintain records relating to all services provided under the terms of this Contract and retain requisite documentation for three (3) years following the termination of this Contract. Such records shall be made available for audit or inspection at any time upon request of WINONA or its authorized representative. Upon release of a detainee HOUSTON shall forward copies of such detainee's records collected, generated, and maintained by HOUSTON to WINONA.
- Provide WINONA with written notice of all claims filed by any party against HOUSTON concerning boarding/detention services.
- During the term of this Contract, HOUSTON shall submit to WINONA copies of all inspection reports completed by the Federal Bureau of Prisons, the Minnesota Department of Corrections or any other State or Federal agency relating to the HCDC.

III. WINONA'S DUTIES

A. **Delivery of Detainees.** WINONA shall:

- Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by WINONA, WINONA shall take immediate custody of the detainee, or detainee shall be released from the HCDC.
- Notify in writing (via designated "Health Transfer Form") HOUSTON of any special medical requirements of detainee before the detainee is accepted by HOUSTON.
- Notify HOUSTON in writing of any special dietary requirements of a detainee prior to the detainee being accepted by HOUSTON.

B. **Pay for Stay.** WINONA shall invoice WINONA detainees and collect any *Pay for Stay* charges directly from their detainee.

C. **Transportation.** WINONA shall:

- Provide transportation and security for detainees requiring removal from the HCDC. WINONA may by mutual agreement arrange for HOUSTON to transport WINONA detainees at the mileage and HOUSTON officer rates set forth in section IV herein.

IV. **CONSIDERATION AND TERMS OF PAYMENT**

A. Consideration. All services performed and materials supplied by HOUSTON pursuant to this Contract shall be paid by WINONA as follows:

- WINONA agrees to pay HOUSTON:
- Nine hundred dollars (\$900) per day based on rate of sixty dollars (\$60.00) per detainee per day per bed for "guaranteed minimum" 15 beds.
- Sixty dollars (\$60.00) per detainee per day per bed for every detainee over the 15-bed guaranteed minimum. Subject to available bed space.
- (A day is defined as any portion of a 24-hour calendar day that a detainee is admitted to the HCDC. For example, a detainee arrives for booking at 23:45 PM and is released at 08:00 AM the following morning results in a billing for two days.)
- Forty dollars (\$40.00) per hour per HOUSTON personnel for transporting and escorting WINONA detainees to offsite, non HCDC, locations. (The parties agree to a one-hour minimum fee per officer per transport.)
- **Special Supervision Detainees.** In the event a WINONA detainee requires special supervision needs, WINONA agrees that the compensation for those inmates may be increased when supported by HCDC staff reports. The increased per day boarding rate shall be compensated at \$120.00/per day commencing the time the detainee requires special supervision. Conditions that fall under Special Supervision include:
 - Frequent Well-Being Checks (FWBC) 15 minutes or less
 - Disciplinary Segregation - 30 or more days in segregation for single or combined major violations
 - Assaultive behavior against HCDC staff or HCDC inmates
 - Prolonged disciplinary isolation/segregation
 - Administrative Segregation – defined as detainees who are housed single for inmate/staff safety and security (mental health/behavioral, detox, alcohol and controlled substance withdrawals, etc.)

B. Reimbursement

- As delineated in section II paragraph C above, 3rd party billing relating to the medical/dental care and treatment of WINONA detainees should be direct billed to WINONA. In the event HOUSTON is held responsible by the 3rd party medical/dental provider for nonpayment, WINONA shall promptly reimburse HOUSTON for the costs of all medical and health service billings along with any assessed interest payments. Medical/dental treatment that is delineated as the responsibility of HOUSTON will remain billed to HOUSTON and reimbursement from WINONA will not be required.

- Mileage incurred by HOUSTON in transporting of WINONA detainees in HOUSTON owned vehicles shall be at the current federal GSA mileage reimbursement rate.
- C. **Payments.** HOUSTON will provide WINONA an itemized invoice by the 5th day of the month for the preceding month's services and costs. All invoices are due and payable by the last business day of the *same* month. Payments shall be payable to the Houston County Treasurer and delivered to the Houston County Sheriff, Room 116, 306 South Marshall Street, Caledonia, MN 55921. Each payment should reference the HCDC Invoice by number and billing month.

V. AUTHORIZED REPRESENTATIVES.

All official notifications, including but not limited to, cancellation of this Contract must be sent to the other party's authorized representative.

- A. HOUSTON's authorized representative for the purpose of administration of this Contract is:

Name: Mark Inglett, Houston County Sheriff
Address: 306 South Marshall Street Caledonia, MN 55921
Telephone: (507) 725-3379
E-Mail: mark.inglett@co.houston.mn.us

Such representative shall have authority to approve issuance invoices for billing pursuant to section IV, paragraph C.

- B. WINONA'S authorized representative for the purpose of administration of this Contract is:

Name: Ron Ganrude, Winona County Sheriff
Address: 201 West Third Street, Winona, MN 55987
Telephone: (507) 457-6367
E-Mail: rganrude@co.winona.mn.us

VI. CANCELLATION AND TERMINATION. This Contract may be canceled by either party at any time, with or without cause, upon six months written notice to the other party.

Should conditions arise making it impractical or undesirable for HOUSTON to continue to house detainees in accordance with the provisions herein, HOUSTON may:

- Temporarily suspend or restrict the number of WINONA detainees upon a minimum of a two-week written notice to WINONA. Should this event occur, HOUSTON shall provide regular updates to WINONA as to the status of the suspension or limitation of services under this Contract.

- Terminate this Contract for just cause by providing a minimum thirty (30) day written notice to WINONA in advance of the effective termination date.

The parties agree to the notice provisions set forth in Article VI should an emergency require the immediate relocation of detainees.

In the event of such a cancellation, HOUSTON shall be entitled to all accrued compensation and reimbursement for expenses set forth in Article IV herein.

VII. FORCE MAJEURE EVENT

A Force Majeure Event is any event or act of nature resulting in the damage or destruction of the HCDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify WINONA of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to WINONA as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

VIII. ASSIGNMENT

HOUSTON shall neither assign nor transfer any rights or obligations under this Contract without the prior written consent of WINONA.

IX. LIABILITY

HOUSTON employees at all times remain under the direction and supervision of HOUSTON. WINONA employees at all times remain under the direction and supervision of WINONA. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Nothing in this Contract shall require a party to defend, indemnify, or hold harmless the other party for the other party's own acts or omissions.

To the full extent permitted by law, actions by WINONA and HOUSTON pursuant to this Contract are intended to be and shall be construed as a "cooperative activity" and it is

the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a).

WINONA agrees to reimburse HOUSTON for any and all Workers' Compensation claim expenses related to injuries incurred by HOUSTON employees while transporting and escorting WINONA detainees at WINONA'S direction to non-HCDC locations.

X. INSURANCE REQUIREMENTS

HOUSTON AND WINONA shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and WINONA agree that at all times during the term of this Contract to maintain:

- Comprehensive General Liability- \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

An ACCORD Certificate of Liability Insurance for the above listed coverage shall be supplied by WINONA to HOUSTON and HOUSTON to WINONA for each calendar year covered by the term of this Contract.

Each party agrees to immediately notify the other party should it cease to maintain the listed coverage through MCIT.

XI. GOVERNMENT DATA PRACTICES ACT

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by WINONA in accordance with this Contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by HOUSTON in accordance with this Contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either WINONA or HOUSTON.

HOUSTON will not release any data collected by, maintained, or generated by or on-behalf of WINONA. Further, HOUSTON will notify WINONA within two business days of any request it receives to release data for which WINONA is responsible.

In the event HOUSTON receives a request to release the data regarding WINONA detainees, HOUSTON should immediately notify WINONA. WINONA will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released.

- XII. 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.
- XIII. SURVIVAL OF TERMS.** The following provisions survive the expiration, cancellation or termination of this Contract: IX, Liability; XI, and Government Data Practices Act.
- XIV. SEVERABILITY.** If any court finds any portion of this Contract to be contrary to law, invalid, or unenforceable, the remainder of the Contract will remain in full force and effect.
- XV. WAIVER.** The waiver by either Party of any breach or failure to comply with any provision of this Contract by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provisions of this Contract.
- XVI. ENTIRE AGREEMENT:** This Contract supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- XVII. COUNTERPARTS:** This Contract may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed
intending to be bound thereby.

APPROVED:

WINONA COUNTY

COUNTY OF WINONA

DocuSigned by:

6C6BB0AE2B8F430...
County Board Chair

Dated: April 12, 2022 | 3:28 PM PDT

DocuSigned by:

9AFF2DFEAA5C4C9...
Interim County Administrator

Dated: April 13, 2022 | 7:32 AM CDT

DocuSigned by:

34EAA89C117B48D...
County Sheriff

Dated: April 5, 2022 | 9:38 AM PDT

APPROVED:

HOUSTON COUNTY

COUNTY OF HOUSTON

County Board Chair

Dated: _____

County Administrator

Dated: _____

County Sheriff

Dated: _____

APPROVED AS TO FORM:

DocuSigned by:

A7A4A070BFF340E...
Winona County Attorney


Dated: April 5, 2022 | 9:46 AM PDT

APPROVED AS TO FORM:

Houston County Attorney

Dated: _____

APPROVED AS TO EXECUTION:

DocuSigned by:

18E12F45C988438...
Winona County Attorney

Dated: April 15, 2022 | 2:59 PM PDT

APPROVED AS TO EXECUTION:

Houston County Attorney

Dated: _____

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 25, 2022**

Date Submitted: April 25, 2022

By: Robert Thoen

The Brownsville VFW has again donated \$200.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

| | | | |
|-------------------------------|--|---|-----|
| <u>Reviewed by:</u> | <input type="checkbox"/> HR Director | <input type="checkbox"/> County Sheriff | |
| | <input checked="" type="checkbox"/> Finance Director | <input type="checkbox"/> County Engineer | |
| | <input type="checkbox"/> IS Director | <input type="checkbox"/> PHHS | |
| | <input type="checkbox"/> County Attorney | <input checked="" type="checkbox"/> Other (indicate dept) | VSO |
| | <input type="checkbox"/> Environmental Svcs | | |
| <u>Recommendation:</u> | | | |
| <u>Decision:</u> | | | |

**HOUSTON COUNTY
AGENDA REQUEST FORM
Meeting Date, 2021**

Date Submitted: 4/27/2022

By: Martin Herrick

Reviewed by:

| | | |
|---|--|----------------------|
| <input type="checkbox"/> HR Director | <input type="checkbox"/> County Sheriff | <input type="text"/> |
| <input type="checkbox"/> Finance Director | <input type="checkbox"/> County Engineer | <input type="text"/> |
| <input type="checkbox"/> IS Director | <input type="checkbox"/> PHHS | <input type="text"/> |
| <input type="checkbox"/> County Attorney | <input type="checkbox"/> Other (indicate dept) | <input type="text"/> |
| <input type="checkbox"/> Environmental Svcs | | |

Recommendation:

I am requesting the commissioners vote on the two candidates (WSB and TKDA) proposing to to update the Comprehensive Land Use Plan. Additonal information has been received from both including a revised table of costs from WSB and itemized costs from TKDA with response, which are attached.

Decision:



Updated Project Cost

The estimated cost for the base Scope of Services is an hourly not-to-exceed cost of **\$88,000**. The budget includes anticipated direct project related expenses such as presentation materials, mileage, etc. The fee proposal is based on the preliminary Scope of Services. We can remove, add, or modify any of the proposed steps to comply with the County's preferred budget or schedule.

| PHASES | DURATION | COST |
|---|-------------|-------------------|
| PHASE 1: PROJECT INITIATION | MONTH 1 | \$3,000 |
| PHASE 2: DISCOVERY | MONTHS 2-4 | \$23,000 |
| PHASE 3: VISION AND GOAL SETTING | MONTHS 3-6 | \$9,000 |
| PHASE 4: COMPREHENSIVE PLAN DEVELOPMENT | MONTHS 5-10 | \$47,000 |
| PHASE 5: PLAN ADOPTION | MONTH 11-12 | \$6,000 |
| TOTAL | | \$88,000 |
| OPTIONAL PROJECT WEBSITE | | \$4,000 - \$6,000 |
| ZONING MAP UPDATE | | \$1,000 |

FW: Houston County RFP Questions

Amelia Meiners

Mon 4/25/2022 11:09 AM

To: Houston County BOC <BOC@co.houston.mn.us>; Teresa Walter <Teresa.Walter@co.houston.mn.us>; Dewey Severson <Dewey.Severson@co.houston.mn.us>; Eric Johnson <Eric.Johnson@co.houston.mn.us>; Greg Myhre <Greg.Myhre@co.houston.mn.us>; Robert Burns <Robert.Burns@co.houston.mn.us>;

Cc: Martin Herrick <Martin.Herrick@co.houston.mn.us>;

See below for additional costs from TKDA.

Amelia Meiners

Houston County Environmental Services

304 S. Marshall St., Room 209

Caledonia, MN 55921

(507) 725-5800 (office)

(507) 500-1909 (cell)

From: Jeannine D. Clancy <jeannine.clancy@tkda.com>

Sent: Monday, April 25, 2022 10:23 AM

To: Amelia Meiners <amelia.meiners@co.houston.mn.us>

Cc: Martin Herrick <Martin.Herrick@co.houston.mn.us>

Subject: RE: Houston County RFP Questions

***** HOUSTON COUNTY SECURITY NOTICE *****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Amelia –

Thank you for your questions. I have copied the questions (bold, italics) and the response is listed below. We are looking forward to next steps. Please send me an email or call my cell phone at 952.529.0749 if you would like to discuss. Thank you!

First, your written proposal seems to identify most of the proposed meetings or events as virtual, but in your presentation Tuesday it seemed you were promoting primarily in-person functions. Can you clarify which meetings or events are in-person and which are virtual and confirm that this is accounted for correctly in your project estimate?

| Task | Proposal Format | Clarification |
|-----------------------|-----------------------|---|
| PMT Meetings | 7 Virtual | Our proposal indicated that PMT meetings would be virtual. If Houston County would like some of the meetings to be in person, TKDA requests an additional \$300 (travel expense/time) for each PMT meeting that is held in person. |
| Open Houses | 1 Hybrid 1 Virtual | Our proposal indicated one hybrid open house and one virtual open house. If preferred by Houston County, TKDA could host 2 hybrid open houses consisting of an online engagement and in-person events for both open houses (2 total) at no additional cost to Houston County. |
| County Board Meetings | 5 Virtual | Our proposal indicated that TKDA staff would participate in five (5) virtual Houston County Board meetings. If the County would like us to appear in person, TKDA requests additional \$300 (travel expense/time) for each Board Meeting attended in person. |
| Focus Group Meetings | 2 Virtual | If Houston County would like some of the meetings to be in person, TKDA requests |

| | | |
|-----------------|-------------|--|
| | | an additional \$300 (travel expense/time) for each meeting that is held in person. |
| Pop Up Meetings | 2 In Person | Additional \$2700 for three additional in-person meetings. |

The remaining questions are for items you identify in Section VIII as additional services.

1. What is the additional cost to create a land use plan map?

Response: The cost for TKDA to prepare the land use map is additional \$5000.

2. Section VIII B. lists a bus tour as an additional service, but our estimate does include a community tour. Are these referencing the same type of service?

Response: TKDA estimated a community tour with County staff using personal vehicles. If Houston County would like to substitute a tour with commissioners and/or the public, TKDA requests the following:

- Additional \$1500 for preparation time
- County provides the bus and food/refreshments needed.
- If requested, TKDA could secure the bus and refreshments, costs to be paid for by Houston County.

3. Can you provide us a projected cost to host additional in-person community engagement or focus group events? This most likely would be three additional pop-up events so each Commissioner could host in their district.

Response: TKDA estimates each meeting at \$900 for time/travel expense as noted in the chart. As we develop the community engagement plan, we can work with the County to determine how to best share engagement resources as well. The County will have all of our tools available to them for any additional engagement they would like to facilitate on their own as well.

4. Do you offer a public engagement option that we could distribute to the public through our community leaders? If not, is that something you would be willing to design with us? I believe the goal is to educate our community leaders on the project and provide them resources to disseminate information to their particular groups in hopes of reaching a broader audience and hopefully gaining more participation by allowing citizens to share thoughts in a more comfortable environment.

Response: TKDA would be happy to develop an engagement tool for use by community leaders. The content of the proposed on-line engagement could be provided to Houston County at no additional cost. Houston County could use this material for community leaders to facilitate discussions. An alternative approach would be to include a budget in the contract to develop this engagement tool as we develop the public engagement plan. We recommend a budget of \$1500, with a scope to be further determine and authorized by Houston County.

Best regards,
Jeannine



Jeannine Clancy

Program Director, Strategic & Community Partnerships

444 Cedar Street, Suite 1500

Saint Paul, MN 55101

P: 651.292.4414 C: 952.529.0749

jeannine.clancy@tkda.com

tkda.com

From: Jeannine D. Clancy

Sent: Friday, April 22, 2022 8:54 AM

To: Amelia Meiners <amelia.meiners@co.houston.mn.us>

Cc: Martin Herrick <Martin.Herrick@co.houston.mn.us>

Subject: RE: Houston County RFP Questions

Hello Amelia –

Thank you for the email and questions. I will work to get back to you by the end of the day.

Jeannine

Jeannine Clancy

Program Director, Strategic & Community Partnerships

444 Cedar Street, Suite 1500



Saint Paul, MN 55101

P: 651.292.4414 C: 952.529.0749

jeannine.clancy@tkda.comtkda.com**From:** Amelia Meiners <amelia.meiners@co.houston.mn.us>**Sent:** Thursday, April 21, 2022 5:18 PM**To:** Jeannine D. Clancy <jeannine.clancy@tkda.com>**Cc:** Martin Herrick <Martin.Herrick@co.houston.mn.us>**Subject:** Houston County RFP Questions

Jeannine,

The Board of Commissioners has a couple items on which they'd like clarification and Martin is out of the office at training this week. For the sake of time I told him I could follow up.

First, your written proposal seems to identify most of the proposed meetings or events as virtual, but in your presentation Tuesday it seemed you were promoting primarily in-person functions. Can you clarify which meetings or events are in-person and which are virtual and confirm that this is accounted for correctly in your project estimate?

The remaining questions are for items you identify in Section VIII as additional services.

1. What is the additional cost to create a land use plan map?
2. Section VIII B. lists a bus tour as an additional service, but our estimate does include a community tour. Are these referencing the same type of service?
3. Can you provide us a projected cost to host additional in-person community engagement or focus group events? This most likely would be three additional pop-up events so each Commissioner could host in their district.
4. Do you offer a public engagement option that we could distribute to the public through our community leaders? If not, is that something you would be willing to design with us? I believe the goal is to educate our community leaders on the project and provide them resources to disseminate information to their particular groups in hopes of reaching a broader audience and hopefully gaining more participation by allowing citizens to share thoughts in a more comfortable environment.

Please let us know if you need additional information from us.

Thanks!

Amelia Meiners

Houston County Environmental Services

304 S. Marshall St., Room 209

Caledonia, MN 55921

(507) 725-5800 (office)

(507) 500-1909 (cell)