



STEELE COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA

Administration Center - 630 Florence Avenue – Owatonna, MN 55060

Steele County's Mission:

Driven to deliver quality services in a respectful and fiscally responsible way.

TUESDAY, DECEMBER 13, 2022 AT 4:00 PM
County Boardroom, Steele County Administration Center

Agenda

1. Call to Order
2. Speaker: County Coroner Kellyanna Moore
3. Coroner Services Agreement 2023-2026 (pg. 2)
4. MN Prairie – Anoka Contract for Juvenile Beds (pg. 9)
5. Other business

Adjourn

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Steele County Board of Commissioners. This document does not claim to be complete and is subject to change.



Steele County Agenda Item

Subject: Coroner Services Agreement

Department: Administrator's Office

Committee Meeting Date: December 1, 2022

Board Meeting Date: December 13, 2022

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

Committee recommends bringing the Coroner Services Agreement to the Board

Recommendation:

Reappoint Kellyanna J. Moore as County Coroner effective through December 31st, 2026 and set the monthly stipend for the County Coroner as agreed upon in Attachment 2 (Fee Schedule) of the Coroners Contract.

Background (*Including Budget Impact*):

The coroner must be a medical doctor, is on call 24 hours/day, 7 days/week without any additional compensation, loses income from her practice and must take vacation time when called away for a death scene investigation. The County Coroner is essentially a department of the County that is responsible for all aspects involved in the manner and cause of deaths. This includes relationships and contracts with other parties including law enforcement, funeral homes, death investigators, etc. Please see the attached cost analysis for additional information.

Attachments:

Document detailing cost comparison from other counties

CORONER SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the County of Steele, State of Minnesota ("County"), and Dr. Kellyanna J. Moore, Owatonna, MN ("Coroner").

1. Services to be provided by Coroner

Coroner shall perform the duties of coroner as outlined in Attachment I to this Agreement. Coroner may provide some of the services through Assistant Coroners or Death Investigators appointed by the Coroner. Dr. Moore shall appoint her Assistants or Death Investigators as provided by Minnesota Statute 390.05. All autopsy services required by the Coroner shall be performed at the discretion of the Coroner or her proxy. These will be ordered through Southern Minnesota Regional Medical Examiner's Office in Rochester, MN or Metropolitan Regional Medical Examiner's Office in Minneapolis - St. Paul.

2. Appointment of Coroner

Steele County will take the necessary steps to appoint Kellyanna J. Moore, M.D. as the Coroner of Steele County. At the termination of this Agreement, Steele County will take the necessary steps to remove Dr. Moore's appointment, effective the date of termination of the Agreement.

3. Payment for Services by County

As payment for the Services furnished by Coroner, Steele County shall pay Dr. Moore the amount set forth on Attachment 2 (Fee Schedule). This fee shall be paid in twelve (12) equal monthly payments at the end of each month. All payments under this Agreement shall be made by electronic funds transfer to Kellyanna J. Moore.

In the event the parties agree to renew this Agreement for subsequent terms, the annual fee will be renegotiated.

4. Independent Contractor

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the County and Dr. Moore. No tenure or any rights or benefits, unemployment insurance, workers' compensation, medical care, sick leave, vacation leave, severance pay, pension benefits, or other benefits available to County employees shall accrue to Dr. Moore or any Assistant Coroners or Death Investigators.

5. Data Practices

All data collected, created, received, maintained or disseminated by the Coroner or others providing services under this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in

force or as adopted, as well as federal regulations on data privacy and any statutes relating to the duties and responsibilities of the Coroner.

6. Records, Availability and Retention

Pursuant to Minnesota Statute I 6C.05, Subd. 5, the County, the State Auditor, or any of their duly authorized representatives during normal business hours and as reasonably necessary, shall have access to and the right to examine, books, documents, papers, records, etc., relating to Coroner's duties and relevant to this agreement. As provided by statute, relevant supporting documents shall be retained by Dr. Moore for a minimum of six (6) years.

7. Term and Termination

- a) This Agreement shall be in effect from **January 1, 2023 through December 31, 2026**.
- b) This Agreement may be terminated for cause by County consistent with the requirements set forth in Minn. Stat. Section 390.005,
- c) Coroner may, without cause, terminate her role as Coroner at her discretion, with notice of **90 days (three months)**.

8. Subcontracting

Dr. Moore may subcontract parts of the services to be performed under this agreement as may be necessary. The County, acting through the County Attorney and at its expense, shall have the right to request that coroner or medical examiner services be provided through another entity providing coroner or medical examiner services, if it is deemed to be in the public interest to do so consistent with the requirements of Minn. Stat. Section 390.04.

All invoices requesting payment from the county shall be submitted to the Auditor's within 10 days of receipt and all authorized personnel services shall be submitted quarterly (at minimum) for payment to the Auditor's office.

9. Nondiscrimination

During the performance of this Agreement, Coroner agrees to the following:
Except where required or permitted by law, no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

10. Notices

All notices required or permitted to be given by the terms of this Agreement shall be sent to the parties below,

COUNTY: Mr. Scott Golberg
Steele County Administrator
630 Florence Avenue
Owatonna, Mn 55060
Email: sgolberg@co.steele.mn.us
Phone: 507-444-7431

CORONER: Kellyanna Moore
Email: Moore.Kellyanna@mayo.edu
Phone: 507-676-2831
Messages: 507-451-8232 (911 Dispatch)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below,

STEELE COUNTY

By: _____

By: _____

Title: Steele County Administrator

Title: Coroner

Date: _____

Date: _____



Attachment 1 Coroner Duties

Definition:

The Coroner is an Official of the County with a professional medical background who is responsible for conducting investigations to determine the cause and mode of death for those deaths that occur in Steele County. The Coroner shall report to the County Administrator. The Coroner will meet the qualifications required in Chapter 390 of the Minnesota Statutes.

The Coroner works closely with law enforcement, medical and other state or federal agencies having jurisdiction **in** the investigation of deaths.

Nature of Duties

The Coroner

- Performs the duties and assumes the responsibilities of the Office as provided for in Minnesota Statutes Chapter 390 as amended, and the applicable portions of Chapters 13, 145, 256, 525, 626, and any other applicable state or federal laws, rules, regulations, accepted forensic medical practice, and community standards
- Provide reports and expert testimony as required by the Judicial system. This shall include ensuring that the Medical Examiners, Death Investigations or any other personnel providing services for the County pursuant to this agreement will provide testimony or other assistance as requested by the County Attorney on criminal cases
- Administers the Office of Coroner
- Appoints and supervises Assistant Coroner and Death Investigators as provided by law
- Creates and maintains records of Coroner's cases as required
- Facilitates transportation of the body to the medical examiner's office, when needed
- Consults with and furnishes reports to governmental agencies, attorneys, police; sheriff; county attorney, investigators, insurance companies, and family members where necessary and appropriate, if requested, the Coroner shall make an annual report on the activities of the Coroner Office in person to the County Board once each year.

Attachment 2 Fee Schedule

Fee Schedule for Coroner

The charge for the services described in Attachment 1 will be:

- 1) \$43,920 per year in 2023 (\$3,660/month)
- 2) \$44,760 per year in 2024 (\$3,730/month)
- 3) \$45,600 per year in 2025 (\$3,800/month)
- 4) \$46,500 per year in 2023 (\$3,875/month)

DRAFT

Coroner Recap

10/12/2022

Coroner Cost - Yearly Total

County	Contract Type	2020 FY	2021 FY
Freeborn	Contracted -RVFS	\$ 97,947	\$ 106,836
Steele	County Based	\$ 96,567	\$ 93,822
Mower	Contracted - Mayo Clinic	\$ 120,086	\$ 122,433

Coroner Cost per Capita

County	Population		Coroner Cost per Capita = CCP	
	2020	2021	2020 CCP	2021 CCP
Freeborn	30,883	30,749	\$ 3.17	\$ 3.47
Steele	36,710	37,349	\$ 2.63	\$ 2.51
Mower	40,116	40,203	\$ 2.99	\$ 3.05

Major Contributing Costs

County	Coroner Yearly Salary		Death investigation		Autopsy				Removal & Transport	
	2020 FY	2021 FY	2020 FY	2021 FY	2020 FY	\$ per Autopsy	2021 FY	\$ per Autopsy	2020 FY	2021 FY
Freeborn	\$ 9,500	\$ 16,825	\$ 60,290	\$ 54,055	\$ 26,389	\$ 1,388.87	\$ 35,159	\$ 1,464.96	\$ 1,513	\$ 796
Steele	\$ 41,200	\$ 42,436	\$ 22,467	\$ 18,969	\$ 27,250	\$ 1,816.67	\$ 27,243	\$ 1,702.69	\$ 1,600	\$ 1,315
Mower	\$ 120,086	\$ 122,433	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown

County Death Certificates, Investigations and Autopsies (Approximate Counts)

County	Death Certificates Issued / % of Population				Death Investigation / % of Death Certificates Issued				Autopsies / % of Death Certificates Issued			
	2020		2021		2020		2021		2020		2021	
Freeborn	328	1.1%	302	1.0%	Unknown		Unknown		19	5.8%	24	7.9%
Steele	306	0.8%	341	0.9%	90	29.4%	107	31.4%	15	4.9%	16	4.7%
Mower	361	0.9%	383	1.0%	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown



Steele County Agenda Item

Subject: Contract with Anoka County for Secure Juvenile Detention Beds

Department: Other

Work Session Date: December 13, 2022

Board Meeting Date: December 13, 2022

Consent Agenda: Yes No

Resolution: Yes No

Policy Committee Recommendation:

n/a

Recommendation:

MNPrairie joint power board recommends adoption of a contract by each of its member counties to jointly reserve access to 1.5 beds at East Central Regional Juvenile Center, a secure juvenile detention facility owned and operated by Anoka County. Parties to the contract are MNPrairie as the fiscally responsible entity; MNPrairie-member counties (Dodge County, Steele County, Waseca County) as the placing counties through their corrections staff and local law enforcement; and Anoka County as the service provider.

Background (Including Budget Impact):

Summary of proposal. The MNPrairie JPB adopted a motion to enter into an arrangement with Anoka County and several other counties in order to enable MNPrairie and its three partner juvenile corrections agencies to jointly reserve access to 1.5 beds in Anoka County East Central Regional Juvenile Center (RJC) for juvenile detention in a secure facility. As such, MNPrairie would prepay (whether we use them or not) for 1.5 beds and get them at a lower rate than we would if we were to try to buy them as a non-member if they were available when Dodge, Steele, and Waseca corrections staff needed them. This would cost MNPrairie about \$162,000 per year (plus the cost of any secure bed days in addition to those prepaid under the agreement.) MNPrairie has expended an average of \$273,000 per year for secure juvenile placements in the past three years, with the lowest amount being \$186,000 in 2019.

Note that MNPrairie is the entity with financial responsibility for out-of-home placements made via juvenile corrections agencies of the member counties.

(The attached draft contract is in the form discussed among the Dodge, Steele, and Waseca County attorneys and has been returned to Anoka County for final review. If any further edits are required, they will be handled among the county attorneys.)

Why enter into such an agreement. There is a shortage of secure juvenile detention settings in Minnesota. At times when juveniles are charged with serious crimes that concern public safety, courts, corrections, and law enforcement *immediately* require an appropriately secure setting for the juvenile --and local county jails are not appropriate. **Entering into an agreement for 1.5 beds at Anoka RJC would assure the availability of 547.5 bed days per year at a lower cost than if we paid for the same volume of service only as needed. It would also give the three counties access to additional beds –when they are available at that facility—at a lower, member rate (which is about 84% of the non-member rate.)**

Anoka County East Central Regional Juvenile Center (Anoka RJC). Anoka RJC is a 36-bed maximum-security facility serving male and female youth who are 10 through 18 that are referred by courts, corrections, and law enforcement agencies. The facility is owned and operated by Anoka County and is located in Lino Lakes. Anoka County also offers other secure and non-secure programming. The focus of this proposal is the maximum-security setting of Anoka County RJC.

Who served. This agreement would generally be for serving male and female youth, ages 10 through 18, who have been taken into custody for a criminal offense or violation of probation by Dodge, Steele, or Waseca County. It does not pertain to youth being served through child protection or as Children in Need of Protection or Services (CHIPS) –unless they are charged with a criminal offense.

Historical cost of secure detention.

MNP Secure Correctional Facility Placement Costs incurred by MNPrairie 2019-2021					
	2019	2020	2021	Total	Annual Average
MNP Total	\$186,424	\$345,357	\$287,376	\$819,157	\$273,052
Dodge	\$50,850	\$36,354	\$28,743	\$115,947	\$38,649
Steele	\$77,697	\$62,808	\$109,890	\$250,395	\$83,465
Waseca	\$57,877	\$246,195	\$148,743	\$452,815	\$150,938

Rates. Under an agreement, the payment rates would be as follows:

	2023 Rates --Projected*			
	Per Diem Rate/Bed (1 Bed Day)	Annual Cost/Bed (365 Bed Days)	Annual Cost/1.5 Beds (547.5 Bed Days)	Cost for Additional Bed Days (1 Bed Day)
Member	\$295	\$107,675	\$161,513	\$295
Non-Member	\$354	\$129,210	\$193,815	\$354
Difference (Savings as a member)	(\$59)	(\$21,535)	(\$32,303)	(\$9)

Financial impact. As referenced above, MNPrairie is the entity with financial responsibility for out-of-home placements made via juvenile corrections agencies of the member counties.

This prepayment arrangement is expected to cost MNPrairie about \$162,000 per year (plus the cost of any secure bed days that are used in addition to those prepaid under the agreement.) MNPrairie has expended an average of \$273,000 per year for secure juvenile placements in the past three years, with the lowest amount being \$186,000 in 2019. Therefore, we are currently projecting that this arrangement would be covered within MNPrairie’s budgeted expenditures.

It is important to note, however, that if we use more than 547.5 bed days, we would pay for each additional day based on the lower member-per diem. If we use fewer than 547.5 bed days, we would not get a refund unless Anoka RJC’s occupancy rate is greater than projected when they set the rates. If Anoka RJC’s occupancy rate is lower than projected when they set the rates, MNPrairie will have to pay a share of those costs (split proportionately amongst the members based on their relative share of beds prepaid/reserved.)

Agreement parties and period. The contract agreement would be among:

- MNPrairie as the payer;
- Dodge-Olmsted Community Corrections, Steele County, and Waseca County as the placing counties for juvenile corrections;
- Anoka County as the facility owner.

This contract supplements a joint powers agreement that MNPrairie is entering into with at least twelve other counties who are also members of the Anoka RJC joint powers agreement.

The length of the agreement would be to 12/31/2026 and would automatically renew for an additional 5 years, unless it is otherwise terminated or MNPrairie and its member counties were to withdraw. Withdrawal can be done with or without cause with a one year’s prior notice that would be effective 01/01 of the following year. So if we enter agreement 01/01/2023, and gave one year’s notice at any time prior to 12/31/2023, we could withdraw 01/01/2025 at the earliest.

Timing. Anoka JRC has 36 beds. The current joint powers members have reserved 22.5 of those beds. Additional counties are in the process of entering into this same arrangement with Anoka County, and over time, the remaining 13.5 beds are likely to be reserved by other counties.

Attachments:

Contract

**AGREEMENT
BETWEEN MN PRAIRIE COUNTY ALLIANCE AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into among MNPrairie County Alliance (hereinafter "MNPrairie") a joint powers human service delivery authority established pursuant to Minn. Stat. §402A.35 & 471.49, Dodge County, Waseca County, Steele County and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, MNPrairie is a joint powers human service delivery authority established pursuant to Minn. Stat. §402A.35 & 471.49 established by its member counties, Dodge County, Steele County and Waseca County; and

WHEREAS, MNPrairie has entered into a joint powers agreement dated January 1, 2023, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, MNPrairie and its member counties, Dodge County, Steele County, and Waseca County wish to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the Board created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of One (1) Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which MNPrairie guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.

- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.
- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the corrections departments or law enforcement agencies located within the MNPrairie member counties.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means a MNPrairie member county.
- (12) "Placing County Corrections Staff" means the corrections departments or law enforcement agencies located within the MNPrairie member counties t.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II

Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on January 1, 2023 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of MNPrairie under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and MNPrairie for such period of time as may be agreed upon assuming MNPrairie is a Member of the joint powers agreement.

**ARTICLE III
Services Provided**

Section 3.01: Services.

Anoka County shall reserve One and one-half (1.5) Bed for use by a referring agent for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Board.

**ARTICLE IV
Payment for Services**

Section 4.01: Charge for Basic Services.

MNPrairie shall pay the membership rate for contracted beds as set forth in the joint powers agreement for each bed reserved. MNPrairie shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill MNPrairie in accordance with Section 8.04 of the Joint Powers Agreement. MNPrairie shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that MNPrairie agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. MNPrairie shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

Accounts Payable

Email: MNPAccountsPayable@mnprairie.org
Phone: 507.923.2900
Mailing address: 22 East 6th Street, Dept. 401, Mantorville, MN 55955

and

Patricia Harrelson, Child & Family Social Services Manager (or their successor)
Email: Patricia.harrelson@mnprairie.org
Phone: 507.923.2926
Mailing address: 22 East 6th Street, Dept. 401, Mantorville, MN 55955

The invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

MNPrarie shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, MNPrarie will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, MNPrarie will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until MNPrarie is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

**ARTICLE V
Specially-Arranged Services**

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to MNPrarie for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at:

Dodge County Sheriff's Dispatch: 507.635.6200

Steele County Sheriff's Dispatch: 507.444.3800
Waseca County Sheriff's Dispatch: 507.835.0510

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The placing county corrections staff shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of MNPrairie. Anoka County shall have no responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

**ARTICLE VI
Admission/Discharge Standards**

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Referring Agent shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Referring Agent has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, ~~MNP~~ the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

ARTICLE VII

Reporting Requirements

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII

Probable Cause/

Other Juvenile Court Statutory Requirements

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

ARTICLE IX

Compliance with Laws/Standards

Section 9.01: Requirements of Law.

Anoka County and the Placing County Corrections Staff shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

ARTICLE X

Default and Remedies

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If MNPrairie's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing Counties until MNPrairie's account becomes current and MNPrairie's Contract Bed becomes available.

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

MNPrairie and the Placing Counties may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

In addition, this contract shall be terminated in the event MNPrairie no longer functions as a joint powers human service delivery authority established pursuant to Minn. Stat. §402A.35 & 471.59. MNPrairie shall notify Anoka County as soon as practicable if two or more of its member counties adopt resolutions to terminate the MNPrairie joint powers agreement and the timeframe set forth in such resolutions to wind down MNPrairie operations.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County, MNPrairie, and the Placing Counties and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County, MNPrairie, and the Placing Counties, in consultation with the Advisory Board.

Section 12.02: Severability.

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

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County, MNPrairie, and the Placing Counties shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Party	Liaison	Telephone	Email
Anoka County	Nate Parker	763-324-4823	Nate.Parker@co.anoka.mn.us.
MNPrairie	Patricia Harrelson	507-923-2926	Patricia.Harrelson@mnprairie.org
Dodge County	Joe Vogel	507.328.7213	Joe.Vogel@olmstedcounty.gov
Steele County	Timothy Schammel	507.444.7720	Timothy.Schammel@co.steele.mn.us
Waseca County	Jonathan Schiro	507.835.0550	Jonathan.Schiro@co.waseca.mn.us

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

MNPrairie and the Placing Counties may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

MNPrairie, the Placing Counties, and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

In addition to the signers listed for MNPrairie below, add the following (email addresses listed for your DocuSign process):

MNPrairie

Doug Christopherson, Chair, MNPrairie Joint Powers Board
Doug.christopherson@co.waseca.mn.us

Jane Hardwick, Executive Director, MNPrairie
Jane.hardwick@mnprairie.org

Dodge County

Jim Elmquist, County Administrator
Jim.elmquist@co.dodge.mn.us

Steele County

Scott Golberg, County Administrator
Scott.golberg@co.steele.mn.us

Waseca County

Jonathan Schiro, Waseca County Court Services Director
Jonathan.schiro@co.waseca.mn.us

Brad Krause, Waseca County Board Chair
Brad.Krause@co.waseca.mn.us

MNPRAIRIE COUNTY ALLIANCE

COUNTY OF ANOKA

By: _____
Chair of Joint Powers Board

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____
Executive Director

Dated: _____

: Approved as to Form and Execution:

By: _____

Nancy Norman Sommer
Assistant County Attorney

Dated: _____

EXHIBIT C
Updated 10/03/2022 MN Prairie County Alliance added

Revenue Shortfall Example

- With a 24.5 Bed Membership using a 31 bed scenario
- By RJC Member County **Contracted beds %**
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Aitkin	1	4.08	\$ 8,898
Anoka	5	20.41	\$44,509
Benton	1	4.08	\$ 8,898
Chisago	2	8.16	\$17,795
Freeborn	1	4.08	\$ 8,898
Isanti	1	4.08	\$ 8,898
Kanabec	.5	2.04	\$ 4,449
Mille Lacs	2	8.16	\$17,795
MN Prairie County Alliance	1.5		
Pine	1	4.08	\$ 8,898
Sherburne	1	4.08	\$ 8,898
Stearns	1	4.08	\$ 8,898
Washington	5	20.41	\$44,509
Wright	3	12.25	\$26,715

EXHIBIT D

ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs.....	86,550
Pine	99,638
Sherburne.....	140,892
Stearns (50%).....	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451