



HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5815

Commissioners:
District 1
Dewey Severson
District 2
Eric Johnson
District 3
Robert Burns
District 4
Teresa Walter
District 5
Greg Myhre

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING

9:30, January 26, 2021, County Board Room, Historic Courthouse

AGENDA

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 994 7297 7175 and password 368422. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

-Special Board Meeting/Workgroup Session, January 12, 2021, and Workgroup Session
January 19, 2021

PUBLIC COMMENT

9:35 a.m. Compensation Study Update – Tessia Melvin, DDA

10:00 a.m. Closed Session pursuant to Minn. Stat. § 13D.03, Subd. 1, (b) “to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals”

10:30 a.m. Bruce Kimmel with Ehlers will present the results of the Houston County 2021A State Aid bond sale and the board will need to award to the successful bidder. Attached is a sample resolution the board will need to adopt. Ehlers will update the resolution on Monday after the bond sale.

Award successful 2021A State Aid Bond.

COVID-19 UPDATE FROM PUBLIC HEALTH

CONSENT AGENDA

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

- 1) Assign Lucas Onstad to classification C-53, Step 1, effective January 13, 2021. (Auditor/Treasurer designated Lucas Onstad Assessor during the pending search for Assessor pursuant to Minn. Stat. § 273.061, Subd. (2b). (Kruger)
- 2) Assign Cindy Cresswell-Hatleli, to pay out of class of \$35.50/hour on a temporary basis to provide training effective January 21, 2021. (Kruger)
- 3) Approve Department Head Meetings 2021 schedule. (Lapham)
- 4) Approve guardianship contracts – Clinton Brainard, Sandra Fitting, Bonnie Gregerson, Terry Lee Lund, Vergie Rud, and Judy Storlie. (Pugleasa)
- 5) Approve Resolution No. 21-08 Authorization to Establish Absentee Ballot Board and UOCAVA Ballot Board for Township Elections. (Trehus)

ACTION ITEMS

- 1) Consider approving change order #1 from Wieser Brothers to replace (150') of 24" existing corroded storm sewer pipe. (Pogodzinski)
- 2) Consider approving change order #2 to upgrade the sectional doors with the light curtain in lieu of pneumatic bottom edges. (Pogodzinski)
- 3) Consider approving purchase of two Vermeer Mowers from Hammell Equipment for a net purchase price of \$13,950.00. (Pogodzinski)
- 4) Consider approving County/Caledonia City agreement regarding the water main loop for the new highway shop. (Pogodzinski)
- 5) Discuss the LRIP (Local Road Improvement Program). Consider if the board wants to sponsor all township/city projects or review and select a limited number of projects to support. (Pogodzinski)
- 6) Consider approving the purchase authority agreement and amendment 1 of Weiser's contract. (Pogodzinski)
- 7) Consider approving 2021 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services. (Pugleasa)
- 8) Consider purchase of service agreement with ABC Woodland. (Pugleasa)
- 9) Consider approving amendment to Foster Care School Transportation agreement with La Crescent-Hokah School District. This amendment adds the La Crescent-Hokah Montessori & STEM School as a party to the agreement. (Pugleasa)
- 10) Consider approving new 2021 Board Meeting Schedule. (Wagner)
- 11) Consider approving Houston County State Business Relief Grant to open for round one in February to businesses directly affected by Executive Order 20-99. These businesses include restaurants, bars, fitness centers, exercise studios, entertainment venues, and event spaces. (Wagner)

DISCUSSION ITEMS

- 1) Board Updates (Board Chairman)
- 2) Commissioner Reports and Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 12, 2021

9:05 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

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

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, IT Director Andrew Milde, Reporter Craig Moorhead, Reporter Jordan Gerard, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Environmental Services Director Aaron Lacher, Recorder Susan Schwebach, Engineer Brian Pogodzinski, Economic Development Director Allison Wagner

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Johnson to approve the special meeting agenda, seconded by Commissioner Severson. Motion carried unanimously.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Chairperson Burns noted to remove selecting an official County newspaper from the consent agenda list in the December meeting minutes. Motion was made by Commissioner Walter, seconded by Commissioner Severson to approve the board meeting minutes from December 12, 2020 with the correction to minutes. Motion carried unanimously.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: No public comments were made.

Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve the consent agenda, which consisted of the following items:

- 1) Houston County Hauler License Renewals for 2021. (Lacher)
- 2) Approve initiating a competitive search for an Assessor, MAPE, C53. (Kruger)

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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ACTION ITEMS

File No. 1 – Commissioners discussed two bids for the official Houston County Newspaper 2021. Commissioner Walter noted that the Fillmore County Journal did not reach the northeast corner of La Crescent in her district. Auditor/Treasurer Trehus informed the board that the Caledonia Argus did reach 75% of readers in Houston County. Commissioner Johnson said that according to State statute, a newspaper could not increase its bid more than 10% from year to year. Reporter Gerard requested to amend the bid for the Caledonia Argus keeping it the same as the 2020 bid.

Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to select the Caledonia Argus as the Official Houston County Newspaper for 2021 at the amended bid rate. The amended bid was as follows:

Official Newspaper for 2021

Caledonia Argus

Official proceedings of the County Board

\$7.00 per column inch

Miscellaneous Notices

Legal Rate

\$8.70 per column inch

Display Rate

\$8.70 per column inch

Printing of 2020 Financial Statements

\$7.00 per column inch

Publication of Sample Ballot Information

\$7.00 per column inch

Publication of Tax Forfeiture Information

\$7.00 per column inch

Publication of Delinquent Tax List

\$9.00 per column inch

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to appoint Dan Griffin to the Water Planning Committee. The term would expire in 2021 as he would be taking over a term for someone who would no longer be serving on the committee.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 3 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve extending the paid leave for Coronavirus, granting employees up to 80 hours of sick leave through March 31, 2021, with retroactive application to January 1, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 4 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to appoint Matt Schuldt and Joe Thesing to the EDA board for three-year terms.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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CLOSING PUBLIC COMMENT

No closing public comments were made.

DISCUSSION ITEMS

Commissioners briefly updated the board on recent meetings they had attended.

There being no further business at 9:35 a.m., a motion was made by Commissioner Johnson to adjourn the meeting. The meeting was adjured after hearing no objections. The next meeting will be a workgroup session on January 19, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 12, 2021

9:36 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

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

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, IT Director Andrew Milde, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pogleasa, Environmental Services Director Aaron Lacher, Recorder Susan Schwebach, Engineer Brian Pogodzinski, Economic Development Director Allison Wagner

Board Workgroup Session

Call to order.

Commissioners discussed department head meetings. Finance Director Lapham shared with the board that the department heads had had a meeting the day before. She said it was the general consensus of the department heads that meeting once a month would be sufficient moving forward. It was decided that the meetings would be the fourth Monday of each month at 1:30 p.m. Two Commissioners would attend the meetings on a rotating basis. Lapham would organize the meetings.

Economic Development Director Wagner shared with the board that the County had received \$367,594.71 from the State of Minnesota to be used for a business relief grant (and grant administration) for County businesses that were impacted by an executive order related to the COVID-19 pandemic. The challenge with this money was that the amount was much smaller than the \$1,187,166.36 that the Commissioners had allocated in CARES Act funding to go towards business relief. The County would need to prioritize what businesses to award. Wagner recommended first come first serve to ensure equity. Wagner shared with the board that it was the recommendation of the EDA board to start with payments to businesses directly affected by Executive Order 20-99 including bars, restaurants, gyms, and fitness centers. Commissioners agreed with the recommendation and discussed possibly expanding the grant to other businesses after the first round. After discussion it was the general consensus that the matter should be brought before the board for an official vote at the next Commissioner meeting.

Commissioner Myhre asked the other board members about the possibility of opening the County doors. The doors were currently locked to the public due to COVID-19. Commissioners asked for feedback from Health and Human Services Director Pogleasa. After discussion it was the general consensus of the board to keep the doors closed and continue with appointment only until February, and reevaluate at that time.

Commissioner Myhre asked about a replacement for a solid waste employee. Commissioners also discussed a possible curtesy car for the airport and liability concerns.

The workgroup session ended at 10:27 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 19, 2021

9:30 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

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

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, IT Director Andrew Milde, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Environmental Services Director Aaron Lacher, Recorder Susan Schwebach, Engineer Brian Pogodzinski, Interim Assessor Lucas Onstad, Board Clerk Allison Wagner

Board Workgroup Session

Call to order.

Commissioners discussed the Local Road Improvement Program (LRIP) with Engineer Pogodzinski. Pogodzinski said there were two cities and one township that wanted to submit projects in 2021. It was the general consensus of the board that Pogodzinski should work with the County Attorney on an agreement to be used for LRIPs.

Commissioners discussed guidance for the Highway Department as to when and how to provide maintenance work for cities and townships with Pogodzinski.

Commissioners discussed the Assessor office position. They also discussed the Assessor office with Interim Assessor Lucas Onstad.

Commissioners discussed workgroup sessions, including frequency and time of the meetings. It was the general consensus of the board to consider a revised board schedule at the next regular meeting. The revised schedule would include three regular board meetings per month with one workgroup session per month. Each would begin at 9:00 a.m. Committee meetings before Board of Commissioner meetings would begin around 8:15 a.m. and end in time for BOC meetings around 8:55 a.m.

Commissioners discussed additional items with staff, including the solid waste department, and the County bond.

The workgroup session ended at 10:19 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 26, 2021**

Date Submitted: 01.21.2021

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- **Compensation Study Update 9:30 AM – Tessia Melvin, DDA**
- **Labor Negotiations – Closed Session pursuant to Minn. Stat. § 13D.03, Subd. 1, (b) “to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals”**

HR CONSENT AGENDA REQUEST

Assessor’s Office

- **Assign Lucas Onstad to classification C-53, Step 1, effective January 13, 2021. (Auditor/Treasurer designated Lucas Onstad Assessor during the pending search for Assessor pursuant to Minn. Stat. § 273.061 , Subd. (2b))**
- **Assign Cindy Cresswell-Hatleli, to pay out of class of \$35.50/hour on a temporary basis to provide training effective January 21, 2021.**

Reviewed by:

☒ **HR Director**

☐ **Finance Director**

☐ **IS Director**

☐ **County Attorney**

☐ **Environmental Svcs**

County

Sheriff

County

Engineer

PHHS

Other

**(indicate
dept)**

**Aud/Treas
Assessor**

Recommendation:

Decision:

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 26, 2021**

Date Submitted: January 22, 2021

By: Carol Lapham

10:30 APPOINTMENT REQUEST

- **Bruce Kimmel with Ehlers will present the results of the Houston County 2021A State Aid bond sale and the board will need to award to the successful bidder. Attached is a sample resolution the board will need to adopt. Ehlers will update the resolution on Monday after the bond sale.**

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

CERTIFICATION OF MINUTES RELATING TO
\$[PAR] GENERAL OBLIGATION STATE AID BONDS, SERIES 2021A

Issuer: Houston County, Minnesota

Governing Body: Board of Commissioners

Kind, date, time and place of meeting: A regular meeting held January 26, 2021, at 9:30 a.m., at the County offices in Caledonia, Minnesota.

Commissioners present:

Commissioners absent:

Documents Attached:

Minutes of said meeting (including): Pages 1 to _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION STATE AID BONDS, SERIES 2021A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____, 2021.

County Auditor

It was reported that [_____] (_____) proposals for the purchase of the Bonds were received prior to 12:00 o'clock P.M. on January 25, 2021, pursuant to the Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., municipal advisors to the County. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

Commissioner _____ introduced the following resolution and moved its adoption, which motion was seconded by Commissioner _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDED
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION STATE AID BONDS, SERIES 2021A

BE IT RESOLVED by the Board of Commissioners (the "Board") of Houston County, Minnesota (the "County"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. By resolution adopted on December 15, 2020, this Board hereby determined it to be in the best interests of the County to issue its General Obligation State Aid Bonds, Series 2021A (the "Bonds") in the approximate aggregate principal amount of \$3,090,000 to finance a portion of the cost of a new highway maintenance facility in the County (the "Project"). Pursuant to Minnesota Statutes, Section 162.181, the principal amount of the Bonds will not exceed the total of the County's state aid allotments in the years 2019 and 2020 (\$9,411,102). The principal of and interest due in any calendar year on the Bonds, including any similar obligations of the County which are outstanding (together, \$[_____]), does not exceed 90 percent of the amount of the 2020 annual allotment (\$2,601,217), received by the County from the construction account in the county state aid highway fund.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the County by Ehlers & Associates, Inc. ("Ehlers"), municipal advisors to the County, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [Purchaser], in [City, State] (the "Purchaser"), to purchase the Bonds at a price of \$[_____] plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Auditor are hereby authorized and directed to execute a contract on the part of the County with the Purchaser for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of the date of issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on April 1 in the years and

amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2023			2028			2033		
2024			2029			2034		
2025			2030			2035		
2026			2031			2036		
2027			2032			2037		

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.06 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07, and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each April 1 and October 1, commencing October 1, 2021, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.03. Redemption. Bonds maturing in 2031 and later years shall be subject to redemption at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures), in integral multiples of \$5,000, on April 1, 2030, and on any date thereafter, at a price equal to 100% of the principal amount thereof and accrued interest to the date of redemption. At least 30 days before the date specified for redemption of any Bond, the County Auditor shall cause notice of redemption to be published if and as required by law, and mailed by first class mail, postage prepaid, to the Registrar and to the Holders, as hereinafter defined, of all Bonds to be redeemed at their addresses as they appear on the Bond Register, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on April 1, 20__ and 20__ (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section

2.03 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on April 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on April 1, 20__.

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on April 1, 20__.]

The County Auditor shall cause notice of the mandatory redemption of Term Bonds to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.04 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds shall cease to bear interest.]

2.04. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota as the initial bond registrar, transfer agent and paying agent (the "Registrar"). The Chairperson and County Auditor are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon thirty days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.05. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of

Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges

of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.06. Securities Depository. The following provisions shall apply, unless otherwise designated by the Purchaser:

(a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other

purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or County Auditor is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor and shall be executed on behalf of the County by the signatures of the Chairperson and the County Auditor, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a

facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Auditor shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

SECTION 3. USE OF PROCEEDS. There is hereby established on the official books and records of the County a General Obligation State Aid Bonds, Series 2021A Construction Fund (the "Construction Fund"), which shall continue to be maintained until payment of all costs and expenses incurred in construction of the Project to be financed by the Bonds. To the Construction Fund there shall be credited \$[] of the proceeds of the Bonds, representing the estimated costs of the Project (\$[]) and costs of issuance of the Bonds (\$[]), and from the Construction Fund there shall be paid capital costs incurred by the County in the construction of the Project and costs of issuance of the Bonds. Any Bond proceeds not needed for the foregoing purpose shall be transferred to the General Obligation State Aid Bonds, Series 2021A Debt Service Fund established in Section 4 hereof.

SECTION 4. GENERAL OBLIGATION STATE AID BONDS, SERIES 2021A DEBT SERVICE FUND. There is hereby created and shall be maintained on the official books and records of the County a General Obligation State Aid Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund"), the moneys in which shall be used solely for the payment of the principal of and interest on the Bonds. From the proceeds of the Bonds, the amounts specified in Section 3 hereof, if any, shall be deposited in the Debt Service Fund. There is hereby irrevocably appropriated to the Debt Service Fund, out of moneys allotted and to be allotted to the County from its account in the county state aid highway fund of the State of Minnesota, such amount as shall be sufficient to pay the principal of and interest on the Bonds when due, on the dates and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest payable on</u>	
		<u>April 1</u>	<u>October 1</u>
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			

The County Auditor shall follow the procedure set forth in Minnesota Statutes, Section 162.181, Subdivision 4, for obtaining such funds. If at any time the moneys in the Debt Service Fund should be insufficient to pay all principal and interest due on the Bonds, the County Auditor shall nevertheless pay the same from any moneys on hand in the general fund of the County, and the moneys so used shall be restored to the general fund from the moneys next received by the County from the construction or maintenance account in the county state aid highway fund of the State of Minnesota, which are not required for the payment of additional principal and interest, or from the proceeds of taxes levied pursuant to Section 5 hereof.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. However, it is estimated that the state aid highway allotments appropriated for the payment of such principal and interest in Section 4 hereof will be sufficient to pay the principal and interest when due, and accordingly no tax is levied at this time. However, if an actual or anticipated deficiency should arise in the receipt of such allotments, the County shall levy an ad valorem tax upon all taxable property in the County in accordance with Minnesota Statutes, Section 475.61, in an amount sufficient to eliminate the actual or anticipated deficiency.

SECTION 6. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on

or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal, interest and redemption premiums to become due thereon to maturity or earlier designated redemption date.

SECTION 7. TAX COVENANTS; ARBITRAGE MATTERS; REIMBURSEMENT AND CONTINUING DISCLOSURE.

7.01. Covenant. The County covenants and agrees with the owners from time to time of the Bonds, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986 (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The County has not and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use or operation of the Project, or any portion thereof, which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code. The County hereby approves the procedures for post-issuance compliance presented to the Board prior to this meeting.

7.02. Arbitrage Certification. The Chairperson and County Auditor being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the applicable Regulations.

7.03. Arbitrage Rebate. (a) It is hereby found that the County has general taxing powers, that no Bond is a "private activity bond" within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the County, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the County and all subordinate entities thereof during the year 2021 is not reasonably expected to exceed \$5,000,000. Therefore, pursuant to the provisions of Section 148(f)(4)(D) of the Code, the County shall not be required to comply with the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

(b) Notwithstanding the provisions of paragraph (a) of this Section 7.03, if the arbitrage rebate provisions of Section 148(f) of the Code applies to the Bonds, the County hereby covenants and agrees to make the determinations, retain records and rebate to the United States

the amounts at the times and in the manner required by said Section 148(f) and applicable Regulations.

7.04. Reimbursement. The County certifies that the proceeds of the Bonds will not be used by the County to reimburse itself for any expenditure with respect to the Project which the County paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the County shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

7.05. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) and are not excluded from this calculation by Section 265(b)(3)(C)(ii) of the Code which have been and will be issued by the County and all subordinate entities during calendar year 2021 does not exceed \$10,000,000.

7.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or

consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2020, the following financial information and operating data in respect of the County (the “Disclosure Information”):
 - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: “VALUATIONS – Current Property Valuations,” “DEBT – Direct Debt,” “TAX RATES, LEVIES AND COLLECTIONS – Tax Levies and Collections” and “GENERAL INFORMATION – US Census Data – Population Trend” and “– Employment/Unemployment Data,” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in

respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each a Material Fact):
- (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers, or their failure to perform;
 - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - (G) Modifications to rights of security holders, if material;
 - (H) Bond calls, if material, and tender offers;
 - (I) Defeasances;
 - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
 - (K) Rating changes;
 - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
 - (C) the termination of the obligations of the County under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 8. CERTIFICATION OF PROCEEDINGS.

8.01. Registration. The County Auditor is hereby authorized and directed to file a certified copy of this resolution in the records of the County, together with such additional information as required, and to issue a certificate that the Bonds have been duly entered upon the County Auditor's bond register.

8.02. Certification of Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County to the facts recited herein.

8.03. Official Statement. The Preliminary Official Statement relating to the Bonds, prepared and distributed by Ehlers is hereby approved. Ehlers is hereby authorized on behalf of the County to prepare and deliver to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

8.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, on the closing date for further distribution as directed by Ehlers.

Upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HOUSTON COUNTY

GENERAL OBLIGATION STATE AID BONDS, SERIES 2021A

R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	April 1, 20__	February [____], 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

HOUSTON COUNTY, MINNESOTA (the "County"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal sum specified above on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on April 1 and October 1 in each year, commencing October 1, 2021, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, Roseville, Minnesota, as bond registrar, transfer agent and paying agent (the "Registrar"), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$[PAR] issued pursuant to a resolution adopted by the Board of Commissioners on January 26, 2021 (the "Resolution") to finance the cost of a new highway maintenance facility in the County and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 162.181. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2031 and thereafter are each subject to redemption at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures), in integral multiples of \$5,000, on April 1, 2030, and on any date thereafter, at a price equal to 100% of the principal amount thereof plus interest accrued to the date of redemption. At least 30 days before the date specified for the redemption of any Bond the County will cause notice of redemption to be published if and to the extent required by law, and to be mailed by first class mail (or, if applicable, provided in accordance with the operational

arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Upon surrender to the Registrar of any Bond which has been redeemed in part, a new Bond or Bonds will be delivered to the owner without charge, representing the unredeemed portion of the principal of the Bond so surrendered.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the year 20____ and 20____ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on April 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20____</u>		<u>Term Bonds Maturing in 20____</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
(final maturity)		(final maturity)	

The County will cause notice of the mandatory redemption of the Term Bonds to be published if and as required by law and, and at least thirty and not more than sixty days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds shall cease to bear interest.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

The Bonds have been designated as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the Board of County Commissioners has by the Resolution irrevocably pledged and appropriated to a separate and special debt service fund, to be maintained for the payment of this and other bonds issued under Section 162.181, as long as any of such bonds are outstanding, an amount of the moneys allotted and to be allotted to the County from its account in the county state aid highway fund sufficient to pay when due the principal of and interest on all bonds; that, if in any year the moneys so allotted and transferred to the debt service fund should be insufficient to pay all such principal and interest due in such year, the County is obligated to pay such deficiency out of its general fund and to levy a direct, irrepealable, ad valorem tax upon all taxable property within its corporate limits for the repayment of such deficiency, which levy may be made without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Houston County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Auditor and has caused this Bond to be dated as of the date set forth below.

HOUSTON COUNTY, MINNESOTA

(Facsimile Signature County Auditor)

(Facsimile Signature Chairperson)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION
as Registrar

By _____
Authorized Representative

TEN COM --as tenants in common

UTMA as Custodian for

(Cust) (Minor)

TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act

(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

4830-7557-5254\3

CERTIFICATE OF HOUSTON COUNTY AUDITOR
AS TO REGISTRATION

The undersigned, being the duly qualified and acting Houston County Auditor, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on January 26, 2021, by the Board of Commissioners of Houston County, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation State Aid Bonds, Series 2021A, dated as of February 24, 2021.

I further certify that the issue has been entered on my bond register as required by Minnesota Statutes, Sections 475.62 and 475.63.

WITNESS my hand and official seal on this _____ day of _____, 2021.

County Auditor

(SEAL)

DEPARTMENT HEAD MEETINGS 2021

January 25, 2021

Dewey Severson (District 1)

Eric Johnson (District 2)

February 22, 2021

Bob Burns (District 3)

Teresa Walter (District 4)

March 22, 2021

Greg Myhre (District 5)

Dewey Severson (District 1)

April 26, 2021

Eric Johnson (District 2)

Bob Burns (District 3)

May 24, 2021

Teresa Walter (District 4)

Greg Myhre (District 5)

June 28, 2021

Dewey Severson (District 1)

Eric Johnson (District 2)

July 26, 2021

Bob Burns (District 3)

Teresa Walter (District 4)

August 23, 2021

Greg Myhre (District 5)

Dewey Severson (District 1)

September 27, 2021

Eric Johnson (District 2)

Bob Burns (District 3)

October 25, 2021

Teresa Walter (District 4)

Greg Myhre (District 5)

November 22, 2021

Dewey Severson (District 1)

Eric Johnson (District 2)

December 27, 2021

Bob Burns (District 3)

Teresa Walter (District 4)

Houston County Agenda Request Form

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

Date Submitted: 1/21/2021

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

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

Issue:

Guardianship contracts - Clinton Brainard, Sandra Fitting, Bonnie Gregerson, Terry Lee Lund, Virgie Rud, and Judy Storlie

Attachments/Documentation for the Board's Review:

Two copies of each contract for review and signature

Justification:

Action Requested:

Approve and sign contract as presented

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

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Clinton Brainard**, 23318 County 23, Eitzen, MN 55931, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

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

1. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- 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

BRASS CODE

59509
69500
61600
51600
64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)
Guardianship/Conservatorship (Adult)
Transportation/Mileage (Adult)
Transportation/Mileage (DD)
Money Management

3. Cost and Delivery of Purchased Services:

- a. The amount paid for service will be billable at \$120.00 per month for the term of the Agreement. Service descriptive and number of units for each client will be authorized by an Individual Service Agreement.
- b. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.
- c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by the County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
- c. ~~The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.~~

5. Payment for Purchased Services:

- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
- b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- c. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. Records

- a. The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. Independent Contractor

- a. 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; and the 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.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, it's employees, agents, and representatives be considered employees, agents and representatives of the County.

8. Provider Standards and Licenses

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for

guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.

- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-f as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

The use or disclosure by the Provider 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 the County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CLINTON BRAINARD

BY: Clinton Brainard

DATED: 12-22-20

Clinton Brainard

Approved as to Form and Execution:

BY: [Signature]

DATED: 12-30-20

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

DATED: 12/10/20

John Puleasa, Director
Houston County Human Services

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do

SO.

Billing:

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Sandra Fitting, PO Box 597, 409 West Anderson, Houston, MN 55943**, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

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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.

SANDRA FITTING

BY: 

Sandra Fitting

DATED: 12-12-2020

Approved as to Form and Execution:

BY: 

Houston County Attorney

DATED: 12-30-20

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

John Puleasa, Director
Houston County Human Services

DATED: 12/10/20

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PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Virgie Rud**, 524 South Winnebago Street, Caledonia, MN 55921, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

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

1. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- 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

BRASS CODE

59509
69500
61600
51600
64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)
Guardianship/Conservatorship (Adult)
Transportation/Mileage (Adult)
Transportation/Mileage (DD)
Money Management

3. Cost and Delivery of Purchased Services:

- a. The amount paid for service will be billable at \$120.00 per month for the term of the Agreement. Service descriptive and number of units for each client will be authorized by an Individual Service Agreement.
- b. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.
- c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by the County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
- c. ~~The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.~~

5. Payment for Purchased Services:

- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
- b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- c. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. Records

- a. The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. Independent Contractor

- a. 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; and the 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.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

8. Provider Standards and Licenses

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for

guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.

- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-f as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

The use or disclosure by the Provider 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 the County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

VIRGIE RUD

BY: Virgie Rud
Virgie Rud

DATED: 12-30-20

Approved as to Form and Execution:

BY: [Signature]
Houston County Attorney

DATED: 12-30-20

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa
John Puleasa, Director
Houston County Human Services

DATED: 12/10/20

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do

so.

Billing:

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and Bonnie Gregerson, 126 2nd Street NW, Spring Grove, MN 55974, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

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

1. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

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SERVICE DESCRIPTION

BRASS CODE

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- c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.

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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.

BONNIE GREGERSON

BY: Bonnie Gregerson

DATED: 12-15-20

Bonnie Gregerson

Approved as to Form and Execution:

BY: [Signature]

DATED: 1-3-21

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

DATED: 12/10/20

John Puleasa, Director
Houston County Human Services

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WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

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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.

JUDY STORLIE

BY: Judy Storlie
Judy Storlie

DATED: 12/21/20

Approved as to Form and Execution:

BY: [Signature]
Houston County Attorney

DATED: 12-30-20

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: [Signature]
John Puleasa, Director
Houston County Human Services

DATED: 12/10/20

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so.

Billing:

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Terry Lee Lund**, 121 2nd Street NW, Spring Grove, MN 55974, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

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

1. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- 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

BRASS CODE

59509
69500
61600
51600
64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)
Guardianship/Conservatorship (Adult)
Transportation/Mileage (Adult)
Transportation/Mileage (DD)
Money Management

3. Cost and Delivery of Purchased Services:
- a. The amount paid for service will be billable at \$120.00 per month for the term of the Agreement. Service descriptive and number of units for each client will be authorized by an Individual Service Agreement.
 - b. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.
 - c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.
4. Eligibility for Services:
- a. Service eligibility will be determined according to the criteria established by the County.
 - b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
 - c. ~~The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.~~
5. Payment for Purchased Services:
- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
 - b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
 - c. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. Records

- a. The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. Independent Contractor

- a. 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; and the 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.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

8. Provider Standards and Licenses

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for

guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.

- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-f as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

The use or disclosure by the Provider 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 the County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

TERRY LEE LUND

BY: Terry Lee Lund

Terry Lee Lund

DATED: 12-14-20

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 12-30-20

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

John Puleasa, Director
Houston County Human Services

DATED: 12/10/20

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do

so.

Billing:

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

RESOLUTION NO. 21-08

**AUTHORIZATION TO ESTABLISH ABSENTEE BALLOT BOARD
AND UOCAVA BALLOT BOARD FOR TOWNSHIP ELECTIONS**

January 26, 2021

BE IT RESOLVED, by the Houston County Board of Commissioners, authorizes the establishment of an Absentee Ballot Board and UOCAVA Ballot Board for the Township Elections to be held on March 9, 2021 and further authorizes the Auditor/Treasurer to appoint individual members.

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 26, 2021.

WITNESS my hand and the seal of my office this 26th day of January 2021.

Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: January 5, 2021 Board Date: January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Change Order #1:

While working to lay the new sewer pipe for the County Highway Department building, it was discovered that existing pipe that the contractor was connecting to is corroded.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Approve change order #1 from Wieser Brothers to replace (150') of 24" existing corroded storm sewer pipe.

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

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



CHANGE ORDER REQUEST # 1

Project Name: Houston County Hwy Department

Job # 220193

Date: 12/30/2020

DESCRIPTION OF WORK TO BE DONE:

Provide labor, equipment, and material to replace (150') of 24" existing corroded storm sewer pipe.

	Sub Quote	Labor Total	Material Total	Total Cost
	\$14,339.20		\$2,748.00	\$17,087.20
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	\$14,339.20	\$0.00	\$2,748.00	
			Subtotal	\$17,087.20
			Contractor's Fee	\$1,708.72
			Total for Change Order	\$18,795.92

Approval: _____

Date: _____

Alternate

Deduct	Conduct the repair without winter conditions	-2,448.00
		16,347.92

Houston County Agenda Request Form

Date Submitted: January 5, 2021 **Board Date:** January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Change Order #2:

Upgrade the sectional doors with the light curtain in lieu of pneumatic bottom edges.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Approve change order #2.

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

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: January 14, 2021 Board Date: January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request to approve purchase of 2 - Vermeer Mowers from Hammell Equipment for a net purchase price of \$13,950.00. The purchase includes a trade of 2 - Vermeer mowers.
Mowers are included in the 2021 budget.

Attachments/Documentation for the Board's Review:

Quote from Hammell Equipment.

Justification:

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:

Approve purchase of mowers per Hammell Equipment quote.

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

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

SALES QUOTATION HAMMELL EQUIPMENT

713 Main Street NW
Chatfield, MN 55923
507-867-4910

300 Iowa Avenue
Eitzen, MN 55931
507-495-3326

330 Main Avenue N
Harmony, MN 55939
507-886-2255

415 State Road 16
Rushford, MN 55971
507-864-2845

CUSTOMER
NAME

HOUSTON County DOT

DATE JAN 2 2020

QUOTE VALID FOR

JAN 11, 2021

ADDRESS

CITY
STATE
ZIP

PAT BURNS (507)450-5498

CUSTOMER
PHONE NO

SALESMAN

RICHARD MEINERS

DESCRIPTION

PRICE

patrick.burns @ CO.houston.mn.us

2 - NEW VERMEER m 5050 3pt mowers
5 Disc - 6.8 FT cutting width
Quick hitch 3pt hook up
Quick clip - knives
Skid shoes, CRAP Divider kit
H.D. CURTIN

TRAP SET UP
FACTORY FREIGHT

RETAIL 26,305 00

MAX DISCOUNTS

BEST PRICE 19,250 00

TRADE-IN

TRADE ALLOWANCE

2/ VERMEER 5040
3pt mowers

(IN NEED OF REPAIR)

TRADE PRICE

TOTAL 13,950 00

Houston County Agenda Request Form

Date Submitted: January 20, 2021 Board Date: January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

County / Caledonia City Agreement regarding the watermain loop for the new highway shop.

Attachments/Documentation for the Board's Review:

Agreement has been review by County Attorney and County HR Director/Facility Manager.

Justification:

Action Requested:

Approval of agreement contingent upon acceptance of Caledonia City Council.

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

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



HOUSTON COUNTY- CITY OF CALEDONIA

Intergovernmental Agreement to Cooperate Water Main Looping Project

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter **COUNTY**), and City of Caledonia, Minnesota, a Minnesota municipal corporation acting through its City Council, (hereinafter **CITY**).

WHEREAS,

CITY and **COUNTY** are empowered to participate in a cooperative activity and exercise powers that are common to both **PARTIES** under Minn. Stat. §471.59, Joint Exercise of Powers; and

WHEREAS,

COUNTY is in need of sufficient water flow for the Houston County Highway Facility construction, located at 1124 East Washington Street, Caledonia, Minnesota; and

WHEREAS, the Houston County Board of Commissioners at its January 26, 2021; and

WHEREAS, the Caledonia City Council at its January , 2021.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This **CONTRACT** shall be effective on January 26, 2021 or the date that all required authorized signatures are obtained and shall remain in effect until the all requisite obligations of this **CONTRACT** have been satisfactorily fulfilled, unless terminated pursuant to the provisions set forth in clause IV. The **PARTIES** understand that no work shall begin under this **CONTRACT** until all required signatures have been obtained and notifications have been delivered by the **PARTIES'** authorized representatives listed below.

II. CONSIDERATION AND TERMS

A. COUNTY RIGHTS AND OBLIGATIONS

1. The water main looping project (**PROJECT**) is a **COUNTY** project, and at all times under **COUNTY** control.

- 1.1 COUNTY is responsible for all PROJECT administration including procurement, oversight of PROJECT plans and specifications, vendor contract administration, change order negotiations, enforcing contractor compliance, and addressing public concerns.
 - 1.2 COUNTY shall follow the procurement methods and processes in compliance with Minnesota's Uniform Municipal Contracting Law Minn. Stat. §471.345.
 - 1.3 COUNTY shall obtain all requisite permits and approvals from other government agencies.
 - 1.4 COUNTY will pay the contractor(s) directly for all work completed on the PROJECT.
2. COUNTY is responsible for two-thirds (66.7%) of the cost of all engineering design, engineering construction oversight, and construction costs associated with looping a 6-inch C900 water main from East South Street to East Washington Street.
3. Dedicate the water main infrastructure constructed pursuant to the plans and specifications prepared under this section, as approved by the City Engineer, to CITY upon successful completion of the Project. COUNTY will arrange for and pay all costs associated with dedicating any necessary utility easements to the CITY, including legal and recording fees with the Houston County Recorder's Office.
4. Upon completion of the engineering and construction work described herein, COUNTY will promptly notify CITY of PROJECT completion and provide CITY an invoice reflecting CITY's monetary obligation set forth in B. below.
5. COUNTY agrees to grant a utility easement of thirty (30) feet in total width, in perpetuity. (See Exhibit A) The precise final location and standards to be confirmed by the City Engineer, for the benefit of CITY to reconstruct, install, operate, inspect, repair, and maintain the water main and associated utility infrastructure contemplated by COUNTY for new construction of a Houston County Highway Facility, as well as the removal or replacement of same either in whole or in part. The utility easement shall be drafted in a form acceptable to CITY and shall include an accurate legal description of the easement area, as determined by the City Engineer and the Houston County Surveyor.

B. CITY RIGHTS AND OBLIGATIONS

1. CITY reserves the right to review and approve PROJECT plans and specifications described in II. A. 1 above to assure compliance with State of Minnesota and local regulations. CITY has the right to withhold CITY's approval of proposed PROJECT plans and specifications in the event CITY's Engineer determines the proposed plans will have a negative impact on CITY's water system, or that the infrastructure constructed pursuant to those plans is not built in a manner consistent with current quality water supply systems.
2. Upon PROJECT completion and the subsequent approval by CITY's engineer that PROJECT was built according to and consistent with plans and specifications,

CITY will accept ownership and responsibility for maintenance of the water main loop.

3. CITY agrees to reimburse COUNTY consistent with the terms of this Agreement one-third (33.3%) the cost of all engineering design, engineering construction observation, and construction costs associated with looping a 6-inch C900 water main from East South Street to East Washington Street, inclusive of expenses. CITY shall promptly pay COUNTY within thirty (30) days of receipt of the COUNTY's invoice.

C. PROJECT DESCRIPTION AND ESTIMATED COSTS

The PROJECT as understood and agreed to by the PARTIES is described in Exhibit A, "Preliminary Sketch and Layout"; and Exhibit B, "Estimated Costs", which are appended hereto.

III. 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. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Brian Pogodzinski
Address: 1124 East Washington Street
Caledonia, MN 55921
Telephone: (507) 725-3001
E-Mail: brian.pogodzinski@co.houston.mn.us

- B. CITY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Adam Swann
Address: 231 East Main Street
Telephone: (507) 725-3450
E-Mail: caledoniaclerk@acegroup.cc

IV. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time for cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, CITY shall be entitled to reimbursement for expenses as set forth above.

V. ASSIGNMENT

The parties shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of the other party.

VI. LIABILITY

COUNTY employees and agents at all time remain under the direction and supervision of COUNTY. CITY employees shall at all times remain under the direction and supervision of CITY. 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.

VII. INSURANCE REQUIREMENTS

COUNTY and CITY shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the levels set forth below throughout the term of this agreement. COUNTY and CITY 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

VIII. GOVERNMENT DATA PRACTICES

The PARTIES agree 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 PARTY.

IX. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of COUNTY.

X. 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.

XI. JURISDICTION/VENUE

This CONTRACT 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.

XII. SURVIVAL OF TERMS

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

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

APPROVED:

By: (authorized signatories)

COUNTY OF HOUSTON

APPROVED:

By: (authorized signatories)

CITY OF CALEDONIA

Name: Robert Burns
Title: County Board Chair
Date: January , 2021

Name: DeWayne Schroeder
Title: Mayor, City of Caledonia
Date: January , 2021

Name: Brian Pogodzinski
Title: County Engineer
Date: January , 2021

Name: Adam Swann
Title: City Clerk/Administrator
Date: January , 2021

APPROVED AS TO FORM AND EXECUTION:

Name: Samuel Jandt
Title: County Attorney
Date: January , 2021

Name: Flaherty & Hood, P.A.
Title: City Attorney
Date: January , 2021

EXHIBIT A

Preliminary Sketch and Layout

Easement Sketch
Part of the Fr'l SW 1/4 of Section 18, T102N, R5W
City of Caledonia, Houston County, Minnesota

East Washington Street

Proposed Easement Description:

That part of the Fractional Southwest Quarter of Section 18, Township 102 North, Range 5 West of the 5th Principal Meridian, City of Caledonia, Houston County, Minnesota, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section,

Thence South $89^{\circ}49'09''$ West 809.41 feet along the South Line of said Fractional Southwest Quarter to the Southwest Corner of a Deed Description Recorded in Book 217, Pages 265-266 in the Houston County Recorder's office;

Thence North $00^{\circ}00'38''$ East 337.00 feet along the West Line of said Deed Description to the Point of Beginning;

Thence continuing North $00^{\circ}00'38''$ East 330.05 feet along said West Line to the South Right-of-Way of East Washington Street;

Thence North $89^{\circ}49'09''$ East 30.00 feet along said Right-of-Way Line;

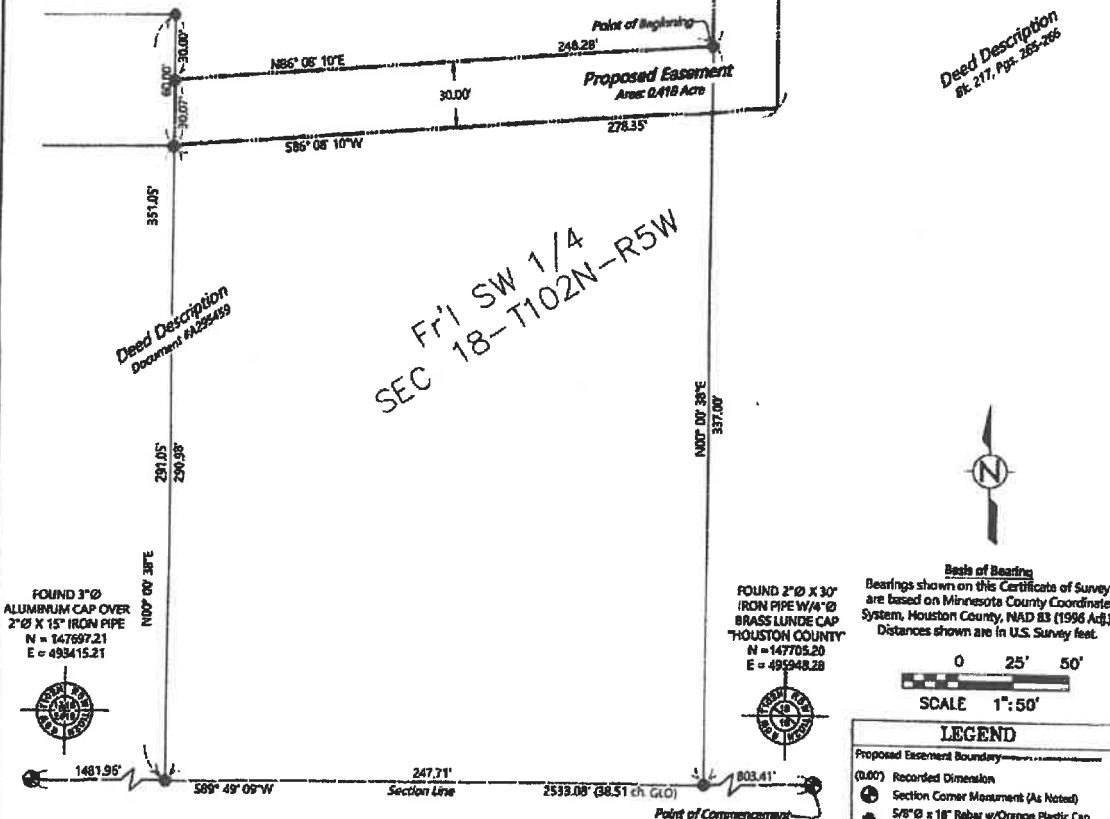
Thence South $00^{\circ}00'38''$ West 358.19 feet;

Thence South $86^{\circ}08'10''$ West 278.35 feet;

Thence North $00^{\circ}00'38''$ East 30.07 feet to a North Line of Deed Description Recorded as Document #A295459 in the Houston County Recorder's office;

Thence North $86^{\circ}08'10''$ East 248.28 feet along said North Line to the Point of Beginning;

Containing 0.418 acre, subject to any other easements of record.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Eric L. Schmitt

Date: 1/14/21

License #53135



Prepared By and Return To:
Houston County Surveyor's Office
 304 South Marshall Street,
 Caledonia, Minnesota 55921

Proprietor: Houston County
 Requested By: Houston County
 Highway Department
 Completed: 1/14/2021
 Sheet 1 of 1

EXHIBIT B

Estimated Costs



PRELIMINARY ENGINEER'S ESTIMATE
PROPOSED WATERMAIN LOOPING
 ALTERNATIVE NO. 2B
 CITY OF CALEDONIA, MN

Updated 11/16/2024

NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
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STREET AND SITE

1	MOBILIZATION	1	LUMP SUM	\$	4,500.00	\$	4,500.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$	1,500.00	\$	1,500.00
3	SAWING BITUMINOUS PAVMENT (FULL DEPTH)	86	LIN FT	\$	5.00	\$	425.00
4	REMOVE BITUMINOUS PAVEMENT	90	SQ YD	\$	10.00	\$	900.00
5	REMOVE CURB & GUTTER	40	LIN FT	\$	5.00	\$	200.00
6	GEOTEXTILE FABRIC, TYPE V	90	SQ YD	\$	2.00	\$	180.00
7	AGGREGATE SURFACING, CLASS 2 (4")	100	CU YD	\$	34.00	\$	3,400.00
8	SELECT GRANULAR BORROW (12")	30	CU YD	\$	19.00	\$	570.00
9	AGGREGATE BASE, CLASS 5 (8")	20	CU YD	\$	28.00	\$	560.00
10	BITUMINOUS NON WEAR COURSE (2")	90	SQ YD	\$	20.00	\$	1,800.00
11	BITUMINOUS WEAR COURSE (2")	90	SQ YD	\$	20.00	\$	1,800.00
12	CONCRETE CURB & GUTTER DES B618	40	LIN FT	\$	40.00	\$	1,600.00
13	TURF ESTABLISHMENT	700	SQ YD	\$	3.00	\$	2,100.00
14	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$	2,500.00	\$	2,500.00
				SUBTOTAL:		\$	22,035.00

WATERMAIN

15	CONNECT TO EXISTING WATERMAIN	4	EACH	\$	1,300.00	\$	5,200.00
16	6" GATE VALVE & BOX	3	EACH	\$	1,500.00	\$	4,500.00
17	HYDRANT	1	EACH	\$	4,250.00	\$	4,250.00
18	6" WATERMAIN	880	LIN FT	\$	52.00	\$	49,920.00
19	WATERMAIN FITTINGS	335	POUND	\$	10.00	\$	3,350.00
20	WATERMAIN TRACER WIRE SYSTEM	1	LUMP SUM	\$	2,000.00	\$	2,000.00
				SUBTOTAL:		\$	69,220.00

STORM SEWER

21	REMOVE STORM PIPE, 18" RC PIPE	16	LIN FT	\$	12.00	\$	192.00
22	CONNECT TO EXISTING STORM	2	EACH	\$	1,000.00	\$	2,000.00
23	18" RC PIPE SEWER	16	LIN FT	\$	75.00	\$	1,200.00
				SUBTOTAL:		\$	3,392.00

ALTERNATIVE NO. 2B CONSTRUCTION SUBTOTAL	\$34,647.00
CONSTRUCTION CONTINGENCIES (15%)	\$5,197.05
ALTERNATIVE NO. 2B CONSTRUCTION COST:	\$104,147.00
ESTIMATED ENGINEERING, ADMIN & LEGAL (10%)	\$26,100.00
ESTIMATED ALTERNATIVE NO. 2B PROJECT TOTAL:	\$130,247.00

NOTES:

- (1) Costs indicated above are based on typical costs for the area in 2020 dollars.
- (2) A utility easement or easements may be necessary for watermain routing.
- (3) The routing shown on the attached map is for reference only and not intended to be prescribed as the final route.
- (4) This estimate assumes some of the overlapping turf restoration costs will be shared with Houston County during the construction of their project.

Houston County Agenda Request Form

Date Submitted: January 21, 2021 Board Date: January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Discuss the LRIP (Local Road Improvement Program). This grant program provides funding for capital construction.

- Does the Board want to sponsor all township/city projects or review and select a limited number of projects to support?
 - o If limited number, what criteria will we use?
- When does the Board want to pass the resolutions to sponsor the projects?

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Decision on whether the Board wants sponsor the LRIP) and if so in what capacity.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<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 determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: January 20, 2021 Board Date: January 26, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To approve the purchase authority agreement and amendment 1 of Weiser's contract. This agreement will allow Weiser to act on the County's behalf to purchase materials for the new highway shop, tax exempt.

Attachments/Documentation for the Board's Review:

Purchase authority agreement and amendment 1 of Weiser's contract.

Justification:

Action Requested:

Approval and signatures on both agreement and amendment.

For County Use Only			
Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<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 determine if the request will be heard at a County Board meeting.

PURCHASING AGENT AGREEMENT

This Purchasing Agent Agreement (this "**Agreement**") is made by and between Houston County ("**Owner**"), and Wieser Brothers General Contractor, Inc. ("**Purchasing Agent**"). Purchasing Agent and Owner are the "**Parties**" collectively, and each individually are a "**Party**".

RECITALS

- A. Owner is undertaking a project for the construction of a New Highway Facility in Houston County, Minnesota (the "**Project**") for the Owner's use.
- B. Owner is a Minnesota County, and represents that it is exempt from the payment of Minnesota sales and use tax. Owner desires to purchase on its own account certain materials, supplies and equipment for the Project (collectively, the "**Materials**") on a tax-exempt basis. Attached to this Agreement as Exhibit A is an initial list of the Materials to be purchased on a tax-exempt basis.
- C. Separate proposals have been or will be solicited for the Materials, the award of which will not be contingent upon the successful award of any other part of the Project. Owner will enter into separate purchase orders for the direct purchase by Owner of the Materials.
- D. Owner desires to retain Purchasing Agent to act as Owner's agent to assist Owner with Owner's direct purchase of the Materials on a tax-exempt basis.
- E. Pursuant to a separate Construction Management Agreement ("**CM Agreement**") between the Parties the Purchasing Agent, in its capacity as contractor ("**Contractor**"), will provide construction labor and supervision to construct the Project as set forth in the CM Agreement.

PROVISIONS

In consideration of the mutual covenants of the Parties contained in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

- 1. Owner represents and warrants that it is exempt from Minnesota sales and use taxation with respect to its purchase of the Materials. Each additional Purchasing Agent designated by Purchasing Agent pursuant to the authorization contained in Paragraph 3 shall be a third party beneficiary of this Paragraph 1.
- 2. It is acknowledged that Purchasing Agent will, in its capacity as Contractor, provide certain labor and other services relating to the Project under a separate agreement entitled Construction Services Agreement. The CM Agreement does not include any responsibility on the part of Contractor to purchase the Materials. The purchase price of the Materials is not included in the Cost of the Work or Guaranteed Maximum Price of the CM Agreement.
- 3. Owner hereby appoints Purchasing Agent to act as its purchasing agent, and authorizes the Purchasing Agent to procure for Owner, as Owner's Agent, the Materials, without the payment of any sales tax thereon, for the prices set forth in the applicable purchase order. The Owner intends that such purchases will qualify to be exempt from Minnesota Sales and Use Taxes in accordance with Minnesota Administrative Rules, Minnesota Department of Revenue, Part 8130.1200, Subpart 3, Item D and related Minnesota Revenue Notices including, but not limited to, Revenue Notice 17-10. Owner hereby further authorizes Purchasing Agent (acting as Owner's agent) to appoint such material suppliers or sub-suppliers as a purchasing agent of the Owner for the purchase of such portion of the Materials as may be designated

by the Purchasing Agent. Purchasing Agent may provide a copy of this Purchasing Agreement to Vendors, which will serve as notice of the appointment of such Vendors and subcontractors who will use the Materials and the Contractor as purchasing agents for the Owner of the Project.

4. Purchasing Agent shall act as purchasing agent for Owner for purposes of purchasing the Materials for the Project on a tax-exempt basis. Purchasing Agent's services under this Purchasing Agreement shall at all times be kept separate from Purchasing Agent's services as Contractor under the CM Agreement. Purchasing Agent shall arrange for the Owner to purchase the Materials for the Project on a tax-exempt basis as Owner's agent for this purpose, and shall not pay sales or use tax on the Materials. Purchasing Agent shall advise the Owner regarding the required timing of purchases and deliveries of Materials so as not to hinder or delay the services to be performed by Contractor in the performance of the CM Agreement. The Owner shall be responsible for the timeliness of the delivery of the Materials. Purchase orders will be arranged by Purchasing Agent and vendors or material suppliers. Purchasing Agent shall have the authority to sign purchase orders on behalf of the Owner.

5. The Purchasing Agent shall notify all vendors and suppliers of Materials of Purchasing Agent's agency relationship with the Owner. The Purchasing Agent shall make it clear to such vendors and suppliers that the obligation for payment is solely that of the Owner and not of the Purchasing Agent. Owner, and not Purchasing Agent, shall be solely responsible for paying for all Materials. All purchase orders and other documents furnished to a vendor or supplier for the purchase of Materials shall clearly reflect the agency relationship between Owner and Purchasing Agent and shall contain the following language:

"NOTICE TO VENDORS"

The materials and supplies to which this Purchase Order applies ("Materials") are being purchased by Wieser Brothers General Contractor, Inc. in its capacity as the purchasing agent for Houston County ("Owner"). It is solely the obligation of Owner, and not Wieser Brothers, to pay for the Materials. Title to the Materials shall pass directly from the vendor to the Owner at the point of delivery. Owner shall have the risk of loss for all Materials. Because the Materials are being purchased by an authorized agent for the Owner, pursuant to a "Material Only Contract," the Materials are tax-exempt. A copy of Form ST3 showing that the Owner is exempt from sales and use tax is attached.

6. Title to the Materials purchased pursuant to this Purchasing Agreement shall immediately vest in the Owner at the point of delivery and all incidents of ownership shall remain in Owner at all times. The risk of loss with respect to the Materials shall be solely the Owner's. Owner shall be responsible for insuring the Materials. Upon the Purchasing Agent's reasonable request, Owner shall provide Purchasing Agent such certificates of insurance evidencing that the Owner has procured insurance covering the Materials.

7. Owner bears all risk for all defects in the Materials including, without limitation, inherent or latent defects, including those Materials incorporated into realty. Warranties against defects in Materials run from the vendor to the Owner and do not run either to or from the Purchasing Agent. As Owner's agent, Purchasing Agent shall, when requested by the Owner, contact the vendor for replacement or correction of defective Materials, and reasonably assist Owner in Owner's efforts to take remedial action against vendors or suppliers for breaches of warranty or other available remedies.

8. Purchasing Agent shall require invoices from vendors and suppliers to be addressed to Owner at the following address: 1124 E Washington Street, Caledonia, MN 55921, and to the Purchasing Agent at the following address: Wieser Brothers General Contractor, Inc., 200 Twilite Street, La Crescent, MN 55947. Purchasing Agent shall use reasonable care to review the invoices for Materials on behalf of Owner

and make recommendations to the Owner regarding payment of the invoices. The timing of Owner's payment shall be the same time allowed for payment of pay applications as set forth in the CM Agreement. Purchasing Agent will request and collect appropriate lien waivers from vendors and suppliers for payments made by Owner with respect to such Materials and shall forward such lien waivers to the Owner.

9. Notwithstanding any provisions to the contrary contained elsewhere in this Agreement or in the CM Agreement, the agency relationship created by this Agreement is intended to comply with provisions of Minnesota Statutes and Regulations applicable to the tax-exempt purchase of materials by tax-exempt entities. Should any provision of this Agreement not so comply, the parties intend that said provision be modified so compliance is achieved.

10. If any Minnesota sales or use taxes are imposed or assessed with respect to any Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest. Owner shall defend, indemnify and hold harmless Purchasing Agent and each sub-agent, vendor, and material supplier from and claims of any nature seeking to collect or impose any such sales or use tax, penalty, interest, cost or expense related thereto, including any legal fees and costs incurred by Purchasing Agent, any sub-agent, Vendor, and material supplier in connection therewith or in connection with the enforcement of this paragraph. Each sub-agent designated by Purchasing Agent pursuant to the authorization contained in Paragraph 3 set forth above shall be a third party beneficiary of this Paragraph 10. In addition to the Owner's obligations under Paragraph 10, in the event the Owner desires to contest any claim for the imposition or collection of sales or use taxes, Purchasing Agent, any sub-agent, Vendor, and material supplier shall have the right to request Owner to post money or other collateral sufficient to fully exonerate, indemnify and hold harmless the Purchasing Agent, any sub-agent, Vendor, and material suppliers from any liability until such time as the claim is finally resolved.

11. Purchasing Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota Commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes provided that it fulfills its defense and indemnity obligations under Paragraph 10.

12. The agency relationship created by this Purchasing Agreement shall expire upon full and final completion of the Project as evidenced by the issuance of a Certificate of Final Completion or final payment pursuant to the Construction Services Agreement. Owner may, however, terminate this Purchasing Agreement if Purchasing Agent is in material default of its obligations hereunder and has not taken action to commence curing such default after seven days written notice from the Owner to the Purchasing Agent of such default.

13. It is understood the agency relationship established in this Purchasing Agreement shall relate to and is given solely for the purpose of the Purchasing Agent assisting the Owner in acquiring the Materials. The Purchasing Agent shall receive compensation for performing its services under this Agreement, which shall be set forth in Exhibit B. The Purchasing Agent will submit separate monthly invoices for its Fee, which the Owner shall pay within the same time as is required for the Owner to pay the Contractor's payment applications under the terms of the CM Agreement.

14. Neither this Agreement nor any interest herein shall be assignable by either party without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and assigns.

15. Any disputes between the Owner and the Purchasing Agreement shall be resolved first by mediation with a mediator acceptable to both the Owner and Purchasing Agent, and then by binding dispute resolution in the manner required by the CM Agreement.

The parties have signed this Agreement as of January 15, 2021

OWNER:

By: _____

Its: _____

Date: _____

Exempt Status No.: _____

PURCHASING AGENT:

Wieser Brothers General Contractor, Inc.

By:  _____

Its: President

Date: January 15, 2021

Exhibit A
Preliminary List of Materials to be purchased Tax-Exempt

Excavation/Backfilling/Site Utilities/Grading
T Panels – Storage Area and Sand/Salt Storage Buildings
Chain Link Fencing
Salt/Sand Storage – Hoop Structure
Cast in Place Concrete and Exterior Paving
Precast Architectural Wall Panels
Masonry
Metal Fabrications
Carpentry
Casework
Roofing
Doors and Hardware
Overhead Sectional Doors
Aluminum and Glazing
Metal Studs and Drywall
Carpet and Resilient Flooring
Acoustical Ceiling Tile
Tiling
Paint
Specialties
Wall and Door Protection
Lockers
Pre-Engineered Building (Furnish and Insulate)
Conveying Equipment and Overhead Crane
Fire Protection
Plumbing
HVAC
Electrical

Exhibit B
Purchasing Agent Compensation

Houston County shall compensate Wieser Brothers General Contracting, Inc. for services provided to purchase materials on a tax exempt basis as Purchasing Agent for Houston County as follows: \$2,155,970.73



AMENDMENT 1

Submitted To: Houston County

Date: January 15, 2021

This amendment (the "Amendment") is made by Wieser Brothers General Contractor, Inc. and Houston County, parties to the agreement ConsensusDocs 500 – Standard Agreement and General Conditions Between Owner and Construction Manager dated August 5, 2020 (the "Agreement").

The Agreement is amended as follows:

3.4.2. BASIS OF GUARANTEED MAXIMUM PRICE The Guaranteed Maximum Price is \$4,332,169.27.

Note: The guaranteed maximum price for the Construction Management Agreement (\$4,332,169.27) is in addition to the Purchasing Agent Agreement (\$2,155,970.73) for a total project total.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and agreement or any earlier amendment, the terms of this amendment will prevail.

Houston County

By: _____

Printed Name: _____

Title: _____

Date: _____

Wieser Brothers General Contractor, Inc.

By: Jeff Wieser

Printed Name: Jeff Wieser

Title: President

Date: January 15, 2021

Houston County Agenda Request Form

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

Date Submitted: 1/21/2021

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

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

Issue:

Review and approve 2021 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature.

Justification:

Action Requested:

Approve and sign contract.

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/>
<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 **Hiawatha Valley Mental Health Center**, 166 Main Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, 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, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duty 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, 166 Main 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 Hiawatha 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 55921
john.puleasa@co.houston.mn.us
- b. The Provider: Erik Sievers
Hiawatha Valley Mental Health Center
166 Main Street
Winona, MN 55987
eriks@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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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: [Signature] DATED: 1-4-2021
Chairperson

BY: [Signature] DATED: 1-4-2021
Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Chairperson

BY: [Signature] DATED: 12/21/20
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION

BY: [Signature] DATED: 1-13-21
Houston County Attorney

**Attachment A
2021**

AGENCY NAME: Hiawatha Valley Mental Health Center

CONTRACT TYPE: POS – MH Services

INVOICES: Houston County 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.

Houston County Agenda Request Form

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

Date Submitted: 1/21/2021

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

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

Issue:

Purchase of service agreement with ABC Woodland.

Attachments/Documentation for the Board's Review:

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

Justification:

Action Requested:

Review and approve contract as presented

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

The Houston County Board of Commissioners, 304 South Marshal 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 **Ability Building Center, Incorporated**, 1911 13th Street NW, Rochester, MN 55903 doing business as **ABC Woodland**, 521 Old Highway Drive, Caledonia, MN 55921, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 24, Termination, paragraph a.

WITNESSETH

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

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

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

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

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

1. Purchase of Service:

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

BRASS CODES

SERVICE DESCRIPTION

4370/5380

Community Based Supported Employment

4370/5380

Center Based Supported Employment

4160/5160

Transportation

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

2. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in Attachment A. Reimbursement shall be made on the basis of 100% of the full cost of service to eligible clients.

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

Except as noted the Provider retains control over:

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

5. Service Plan (If Applicable)

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

6. Payment for Purchased Services:

a. Certification of Expenditures:

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

b. Payment for Purchased Services:

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

7. Standards and Licenses:

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

revoke licensure status.

- 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
- 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.

e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.

f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

g. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at ABC, 1911 13th Street NW, Rochester, MN 55903, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 9 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
 - ☒ A written Program and Statistical Report, including a list of clients and projected costs for the year in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.

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

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

records.

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

9. Notices

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

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

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 9. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

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

11. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Bruce Remme.
- 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 (GCHHS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of GCHHS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-

164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

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

13. Conflict of Interest:

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

14. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Houston County Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been

fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

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

15. Fair Hearing and Grievance Procedures:

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

16. Indemnification:

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

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

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

17. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 17 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
- 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) ~~Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and~~
- 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

19. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.

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

20. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services

required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

21. Subcontracting and Assignment:

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

22. Modification of Agreement:

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

23. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 9, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a suspension of

referrals and/or modification/cancellation of the Agreement.

- c. Changes In Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 23(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Falls to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County: Unless cured or excused by the Force Majeure provision in Section 23(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

24. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Houston County, Human

Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.

- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 23(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 9.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final Invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
 - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the

rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

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

25. Contract Rights, Remedies, and Waiver:

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

26. Damages:

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

27. Merger:

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

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

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

ABILITY BUILDING CENTER, INC. (ABC)

BY: Wayne Stenberg DATED: 1/19/2021
Bruce Renfroe
Director WAYNE STENBERG

HOUSTON COUNTY

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

BY: John Ziegler DATED: 1/11/21
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature] DATED: 1-20-21
Houston County Attorney

**Attachment A
2021**

AGENCY NAME: Ability Building Center

CONTRACT TYPE: POS – Employment

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

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$22.40	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$8.00	per 15 min unit	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$8.00	per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$9.21	partial day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$9.21	partial day	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$10.35	day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$10.35	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$15.34	day	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$15.34	day	PER SERVICE AGREEMENT
Transportation - MH	4160	11	741	1	1	1	PER SERVICE AGREEMENT
Transportation - County Services	5160	11	750/760	1	1	1	PER SERVICE AGREEMENT

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

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

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum ("Addendum") is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Houston County ("County") and Ability Building Center, Inc. (ABC) ("Provider") for the period of January 1, 2021 through December 31, 2021.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - b) Confidential Data. "Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - d) Diagnosis. "Diagnosis" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - e) Disclose. "Disclose" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.
 - f) Electronic Health Records. "Electronic Health Records" as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
 - g) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
 - h) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i) Medical Data. "Medical Data as governed by Minnesota Statute § 13.384.
 - j) Other Non-Public Data. "Other Non-Public Data" as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
 - k) Part 2 Program. "Part 2 Program" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or

- iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- l) Patient. "Patient" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. "Patient" includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- m) Privacy Incident. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- n) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
- o) Protected Health Information. The capitalized term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- p) Qualified Service Organization. "Qualified service organization" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
 - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- q) Records. "Records" means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- r) Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.
- t) Substance Use Disorder. "Substance Use Disorder" or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- u) Third-Party Payer. "Third party payer" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or

a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

- v) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- w) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:
 - a) Functions and Activities on County's Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
 - b) Business Associate's Operations. Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
 - c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD

Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(e) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

C. Compliance with Standard Transactions.

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.

3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:

- a) **Disclosure Tracking.** Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request.
- b) **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
- c) **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).

4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.

5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. **Breach of Privacy Obligations.**

- 1. **Breach.** For purposes of this Section, any reference to "Provider" shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a "breach" of privacy obligations unless the Provider demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

2. Reporting.

- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County's Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.

3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. Indemnity.

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

H. Sanctions

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

I. Amendment to Agreement

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

J. Conflicts.

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

ABILITY BUILDING CENTER, INC. (ABC)

By: Wynne Stenberg
Name: Wynne Stenberg
Title: Executive Director
Date: 1/19/2021

COUNTY OF HOUSTON

By: John Pugh
Name: John Pugh
Title: Director
Date: 1/11/21

Houston County Agenda Request Form

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

Date Submitted: 1/21/2021

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

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

Issue:

Review and approve amendment to Foster Care School Transportation agreement with La Crescent-Hokah School District. This amendment adds the La Crescent-Hokah Montessori & STEM School as a party to the agreement.

Attachments/Documentation for the Board's Review:

Copies of each agreement for review and signature.

Justification:

Action Requested:

Approve and sign agreements as presented.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<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 THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Independent School District No. 300 – La Crescent-Hokah Public Schools (hereinafter referred to as the District) and Houston County Public Health & Human Service (HCPH&HS) in Caledonia, Minnesota.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency (hereinafter referred to as HCPH&HS) has been granted care, custody and control under court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with HCPH&HS to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded. This contract outlines the agreement between the District and HCPH&HS to provide transportation for youth in foster care, and share associated costs.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from January 24, 2019, and remain in effect until discontinued, or requested to be revised by either party.

2. EDUCATIONAL PLACEMENT DECISIONS:

HCPH&HS is responsible for determining appropriate educational placement for children in their care custody and control. The presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless it is determined to be contrary to the child's best interests. A representative of the District in which the child is currently enrolled will work with HCPH&HS to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

HCPH&HS and appropriate District contact will work collaboratively to determine educational placements that are in the best interest of children in placement.

3. BEST INTEREST FACTORS:

When considering educational placement, the following best interest factors should be considered:

- Opinion of professionals providing services to the child and/or family (I.E. therapists, physicians, guardian ad litem, etc.)
- Current court order(s)
- The child's age
- The school attended by the child's siblings
- Length of time the child is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the child's education and other transportation-related factors, including travel time
- The preferences of the child, the birth parents or prior custodians as appropriate
- Time remaining in the academic year
- The potential impact transferring the child to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the HCPH&HS case file and student's cumulative record.

4. SERVICES

The District will provide transportation services for K-12 students who are in foster care in the following manner:

- a. Students residing within their current school district boundaries, and who are able to be transported to school on an existing route: Houston County children who are placed in foster care, and able to use available school district transportation, will be transported to and from school on an existing bus route. The District will cover the associated costs.
- b. Students residing within their current school district boundaries, and who have an Individual Education Plan (IEP) indicating the need for specialized transportation: Houston County children who are placed in foster care, who also receive IEP services, will be transported to and from school by the District. The District will cover the associated costs.
- c. Non- IEP students residing within their current school district boundaries who are unable to be transported on an existing route: The District will provide transportation to and from school. The District will cover the associated costs.
- d. Students residing in a foster care placement outside of District boundaries, but attending a different District School: The district of residence will provide transportation to and from School. The cost of transportation will be invoiced to HCPH&HS.
- e. Students placed in foster care within District and attending a non-public Area Schools: The District will bear no transportation or financial responsibility for foster care children attending non-public schools.
- f. To the extent possible, the District's specific school walk zones will be adhered to when determining the need for transportation to and from school.

5. PAYMENT FOR SERVICES:

- a. Transportation services will be provided by the District and/or its contracted

transportation providers (as applicable) at the current federal standard mileage rate for car, van, pickup or panel truck.

- b. HCPH&HS will reimburse the Resident District for transportation of foster care children provided outside of the Resident District's boundaries.
- c. The District will submit itemized invoices to the HCPH&HS on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge.
- d. Payment shall be made within 35 days of receipt of the invoice.
- e. HCPH&HS will notify the District when foster care placements end in situations where HCPH&HS is responsible for transportation costs under the provisions of this agreement.

6. DISPUTE RESOLUTION:

It is the responsibility of HCPH&HS and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

HCPH&HS and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the District and Director of HCPH&HS will review the decision. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Foster Care Decision Making Team meeting.
- c. Child will remain enrolled in their school of origin until the dispute resolution process has concluded.
- d. Houston County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Houston County.
- e. If disagreement on school transportation remains, guidance from the Minnesota Department of Education, County Attorney and/or the Minnesota Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and their subcontractors are independent providers and not employees of Houston County and or HCPH&HS. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to any of the rights, privileges, or benefits of Houston County and or HCPH&HS employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent

provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and HCPH&HS shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or HCPH&HS because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. SUSPENSION AND DEBARMENT:

The District hereby certifies that they have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.

13. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF HOUSTON
COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF
COMMISSIONERS

BY: _____
Teresa Walter
Chairperson, Board of Commissioners

DATED: _____

INDEPENDENT SCHOOL
DISTRICT #300
LA CRESCENT-HOKAH
PUBLIC SCHOOLS

BY: _____
Kevin Cardille
Superintendent

DATED: _____

ATTESTED TO:

BY: _____
Samuel Jandt
County Attorney

DATED: _____

Amendment – January | 2021

Amendment 1:

1. Upon signature of all parties to this agreement, The La Crescent Montessori & STEM School (ISD #4054), a Charter School established under Minnesota State Statute # 124E, and located within the La Crescent – Hokah (ISD #300) School District boundaries, is hereby added as a party to this agreement, effective January 1, 2021.
2. The terms of this agreement and amendment do not supersede any previous transportation agreements or state requirements between the La Crescent – Hokah (ISD # 300) and La Crescent Montessori & STEM School (ISD #4054)

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates written below.

COUNTY OF HOUSTON
COUNTY
STATE OF MINNESOTA

HOUSTON COUNTY
BOARD OF
COMMISSIONERS

BY: _____

Robert Burns
Chairperson, Board of Commissioners

DATED: _____

INDEPENDENT SCHOOL
DISTRICT #300
LA CRESCENT-HOKAH
PUBLIC SCHOOLS

BY: _____

Kevin Cardille
Superintendent

DATED: _____

ATTESTED TO:

BY: _____

Samuel Jandt
County Attorney

DATED: _____

INDEPENDENT SCHOOL DISTRICT #4054
LA CRESCENT MONTESSORI & STEM
SCHOOL

BY: Melissa K. Johnson

Melissa Johnson
Board President

DATED: 1-21-2021



HOUSTON COUNTY

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

2021 Board Meeting Schedule

<i>1 Jan</i>	<i>New Year's Day (Emp. Holiday)</i>	<i>5 Jul</i>	<i>Independence Day (Emp. Holiday)</i>
5 Jan	09:30 Full Board Meeting	6 Jul	09:00 Full Board Meeting
12 Jan	09:00 Workgroup Session	13 Jul	09:00 Full Board Meeting
<i>18 Jan</i>	<i>ML King Day (Employee Holiday)</i>	20 Jul	09:00 Workgroup Session
19 Jan	09:00 Workgroup Session	27 Jul	09:00 Full Board Meeting
26 Jan	09:30 Full Board Meeting	3 Aug	09:00 Full Board Meeting
2 Feb	09:00 Full Board Meeting	10 Aug	09:00 Full Board Meeting
9 Feb	09:00 Full Board Meeting	17 Aug	09:00 Workgroup Session
<i>15 Feb</i>	<i>President's Day (Employee Holiday)</i>	24 Aug	09:00 Full Board Meeting
16 Feb	09:00 Workgroup Session	31 Aug	Strategic Planning Session (TBD)
17/18 Feb	AMC Legislative Conference	<i>6 Sep</i>	<i>Labor Day (Employee Holiday)</i>
23 Feb	09:00 Full Board Meeting	<i>7 Sep</i>	09:00 Full Board Meeting
2 Mar	09:00 Full Board Meeting	14 Sep	09:00 Full Board Meeting
9 Mar	09:00 Full Board Meeting	21 Sep	09:00 Workgroup Session
16 Mar	09:00 Workgroup Session	28 Sep	09:00 Full Board Meeting
23 Mar	09:00 Full Board Meeting	5 Oct	09:00 Full Board Meeting
30 Mar	Strategic Planning Session (TBD)	12 Oct	09:00 Full Board Meeting
<i>2 Apr</i>	<i>Spring Holiday (Employee Holiday)</i>	19 Oct	09:00 Workgroup Session
6 Apr	09:00 Full Board Meeting	26 Oct	09:00 Full Board Meeting
13 Apr	09:00 Full Board Meeting	2 Nov	09:00 Full Board Meeting
20 Apr	09:00 Workgroup Session	9 Nov	09:00 Full Board Meeting
27 Apr	09:00 Full Board Meeting	<i>11 Nov</i>	<i>Veteran's Day (Employee Holiday)</i>
4 May	09:00 Full Board Meeting	16 Nov	09:00 Workgroup Session
11 May	09:00 Full Board Meeting	23 Nov	09:00 Full Board Meeting
18 May	09:00 Workgroup Session	<i>25-26 Nov</i>	<i>Thanksgiving Day (Emp. Holiday)</i>
25 May	09:00 Full Board Meeting	30 Nov	Strategic Planning Session (TBD)
<i>31 May</i>	<i>Memorial Day (Employee Holiday)</i>	7 Dec	No Meeting
1 Jun	09:00 Full Board Meeting	6-8 Dec	AMC Conf. (TBD)
8 Jun	09:00 Full Board Meeting	14 Dec	09:00 Full Board Meeting
15 Jun	09:00 Workgroup Session	21 Dec	09:00 Full Board Meeting
22 Jun	09:00 Full Board Meeting	<i>23-24 Dec</i>	<i>Christmas Eve/Day (Emp. Holiday)</i>
29 Jun	Strategic Planning Session (TBD)	28 Dec	No Meeting

Full Board Meetings occur in the County Board Meeting Room, 2nd floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored at the Historic Courthouse Building and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 09:00 in Rm. 219 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the County will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.