

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 3, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Fillmore County Journal Publisher Jason Sethre, Finance Director Carol Lapham, Public Health and Human Services Director John Pogleasa, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Recorder Mary Betz, Human Resource Technician Ann Diersen, Zoning Administrator Amelia Meiners, and Financial Assistance Supervisor Karen Kohlmeier

Presiding: Board Clerk Wagner, Chairperson pro tem

Call to order.

Pledge of Allegiance.

Wagner requested nominations for Chairperson for the year 2023. Commissioner Burns nominated Commissioner Severson for Chairperson of the County board 2023. Commissioner Johnson seconded the motion, and it carried unanimously. There were no other nominations.

Chairperson Severson asked for nominations for board Vice-Chairperson. Motion was made by Commissioner Myhre to nominate Commissioner Johnson for Vice-Chairperson 2023. Commissioner Burns seconded the motion, and it carried unanimously. There were no other nominations.

Motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion carried four to one to approve the December 27th 2022 meeting minutes. Commissioner Schuldt abstained as he was not yet officially serving on the board in December.

Public Comment: No public comments were made.

APPOINTMENTS

Auditor/Treasurer, Trehus, opened the sealed bids for the official County newspaper 2023. There were two bids. One was from the *Caledonia Argus* and the other was from the *Fillmore County Journal*. Trehus read the rate amounts line by line to Commissioners. The *Caledonia Argus* bid \$9.00 for each line item. The *Fillmore County Journal* bid \$5.00 for each line item. The *Fillmore County Journal* included a letter with their bid. Trehus read the letter to the Commissioners. The letter stated that the *Fillmore County Journal* had full zip coverage for circulation in Caledonia, Eitzen, Houston, and Spring Grove. The total circulation in Houston County was 4,818 households and businesses. The letter said the Fillmore County Journal had opened an office in Caledonia in 2021. The letter stated “We feel that providing news free to the public is the best way to keep members of each community informed. Everyone in our coverage area receives the *Fillmore County Journal* for free.”

CONSENT AGENDA

Motion by Commissioner Burns, seconded by Commissioner Schuldt, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Change the employment status of Eligibility Worker, Melissa Jordan, from probationary to regular, effective 1/18/2023. (Kruger)
- 2) Confirm the approval of a leave of absence (up to ten years) for Chief Deputy Brian Swedberg beginning 1/3/2023, pursuant to M.S. §3.088. (Kruger)

ACTION ITEMS

File No. 1 – Prior to a motion being made Commissioners discussed the official newspaper 2023. Commissioner Burns asked *Fillmore County Journal* staff when their office hours were in Caledonia. Reporter Selbee said she work at the Caledonia office from 9 a.m. to 3 p.m. Monday through Thursday with the exception of Tuesday mornings when she attended the County board meetings. Commissioner Schuldt said he had received feedback from people that they sometimes didn’t know things were happening with local government. He was in favor of the option that would best get the County news out to residents. Commissioner Schuldt also asked *Fillmore County Journal* staff about the possibility of expanding circulation to La Crescent, Hokah, and Brownsville. *Fillmore County Journal* Publisher Sethre said that the *Fillmore County Journal* was open to this possibility in the future, but that they first wanted to make sure they had adequate staff to also cover city council and school board meetings in those communities. He said it would be a substantial investment. Sethre said that they did currently do rack distribution at certain locations within those cities such as Kwik Trip, Quillin’s Foods, and The River Station. Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to adopt Resolution No. 23-01 and designate the *Fillmore County Journal* the 2023 Official Newspaper. See resolution below.

RESOLUTION NO. 23-01

2023 OFFICIAL NEWSPAPER

January 3, 2022

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

THE FILLMORE COUNTY JOURNAL

OFFICIAL NEWSPAPER FOR 2023 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) **\$ 5.00**

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate **\$ 5.00** Display Rate **\$ 5.00**

FIRST PRINTING OF 2022 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) **\$ 5.00**

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) **\$ 5.00**

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) **\$5.00**

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) **\$ 5.00**

File No. 2 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to allow Child Support Officer, Liza Jandt’s 1.0 FTE extension to remain in place until further discussion regarding her position could take place (her FTE was to revert back to .95 effective 1/01/2023).

File No. 3 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to adopt Resolution No. 23-02 Authorization to use Alternate Method to Disseminate Bids and Requests. See resolution below.

RESOLUTION NO. 23-02

AUTHORIZATION TO USE ALTERNATE METHOD TO DISSEMINATE BIDS AND REQUESTS

January 3, 2023

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the County of Houston will continue to use the Houston County website, www.co.houston.mn.us as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

File No. 4 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to adopt Resolution No. 23-03 Account Powers Granted Merchants Bank N.A. See resolution below.

RESOLUTION NO. 23-03

ACCOUNT POWERS GRANTED MERCHANTS BANK N.A.

January 3, 2023

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus, Finance Director Carol Lapham, and Board Chairman Severson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

File No. 5 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to adopt Resolution No. 23-04 Account Powers Bank Granted of the West. See resolution below.

RESOLUTION NO. 23-04

ACCOUNT POWERS GRANTED BANK OF THE WEST

January 3, 2023

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of

Houston County and further authorizes Auditor/Treasurer Trehus, Finance Director Carol Lapham, and Board Chairman Severson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

File No. 6 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution No. 23-05 Account Powers Granted ESB Banking. See resolution below.

RESOLUTION NO. 23-05

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 3, 2023

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Trehus the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Trehus, and Finance Director, Carol Lapham, and Board Chairman Severson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

File No. 7 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution No. 23-06 2023 Annual Appropriations. See resolution below.

RESOLUTION NO. 23-06

2023 ANNUAL APPROPRIATIONS

January 3, 2023

WHEREAS, The Houston County Board of Commissioners approved the 2023 Annual Budget on December 27th, 2022;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2023 as appropriate from the County Revenue Fund:

ORGANIZATION	2023 BUDGET
SE Minnesota Initiative Fund	\$3,750
SEMAAA	\$2,000
SELCO	\$189,650
Emergency Medical Service	\$10,000
SEMCAC - Senior & Caregiver Advocacy	\$1,500

SEMCAC - Senior Nutrition	\$2,000
SEMCAC - Transportation Program (Donation Rides)	\$1,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$952
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
SE MN EMS	\$5,000
TOTAL	\$411,852

File No. 8 – Commissioners reviewed the current Commissioner Committee Assignments and discussed possible changes for 2023. After agreeing on the changes to the list a motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to update the current Commissioner Committee Assignments for 2023.

DISCUSSION ITEMS

Commissioners discussed establishing a jail operations review committee, as there would likely be changes with the jail in the future.

There being no further business at 10:27 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on January 10, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 10, 2023**

Date Submitted: January 5, 2023

On behalf of: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **None**

APPOINTMENT REQUEST

None

HR CONSENT AGENDA REQUEST

Recorder's Office

- **Confirm the approval of a leave of absence (up to ten years) for Mary Betz beginning 1/3/2023, pursuant to M.S. 3.088**

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

Houston County Agenda Request Form

Date Submitted: December 28, 2022 Board Date: January 10, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for SAP 028-599-083 and SAP 028-599-084 to Minnowa Constrution in the amount of \$557,997.75 This project is for the replacement of two box culverts on Wiebke Hill Road in Wilmington Township.

Attachments/Documentation for the Board's Review:

Abstract for SAP 028-599-083 / SAP 028-599-084 is attached.

Reminder: Unit prices are not public until after the award.

Justification:

Action Requested:

Board approval to accept lowest responsible Bidder.

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.

Bid Abstract Summary
SAP 028-599-083 / SAP 028-599-084

Bid Opening 12-19-2022 10:00 A.M.

Bid Name	Total
Minnowa Construction Inc.	\$557,997.75
Midwest Contracting, LLC	\$590,801.00
VanGundy Excavating LLP	\$627,071.00

Houston County Agenda Request Form

Date Submitted: January 3, 2023

Board Date: January 10, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Update on 2022 Plow truck and box purchase. The Board approved a 2023 model plow truck chassis from Nuss Truck and box, plows, and lights from Towmaster on February 22, 2022. Due to increases in raw materials, labor, freight, energy, supply chain issues, both Nuss Truck and Towmaster are increasing their costs for the truck already ordered. We will be upgraded to a 2024 model year. The Board will need to review these costs and approve the increases.

Attachments/Documentation for the Board's Review:

Attached is a spread sheet showing the the original bid price as well as the updated pricing.

Justification:

The County is still in needed of this truck. 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 the increase in pricing from both Nuss Truck (\$9,002.87) and Towmaster (\$37,021.00)

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ 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 Highway Equipment 2022 Update

Unit #	Agenda Item	Nuss Truck State Bid Original 2022 Bid	Towmaster State Bid Original 2022 Bid
#224X	Plow Truck Chassis		
	Original Order from 2/22/22 (2022 Budget)	\$ 133,605.00	
	Sales Tax	\$ 8,684.32	
	Total Truck - Original	\$ 142,289.32	
	Updated Pricing 2024 Model Coming 4th Qtr 2023		
	Chassis	\$ 142,058.39	
	Sales Tax	\$ 9,233.80	
	Total Truck - Updated	\$ 151,292.19	
	Plow Truck Box		
	Original Order from 2/22/22 for Box, Plows and Lights	\$ 163,323.00	
	Updated pricing - Box to be install 1st Qtr 2024		
	Box , Plows and Lights	\$ 200,344.00	
	Increase in Pricing for the Truck budgeted in 2022		\$ 37,021.00



NEW CONTRACT PRICING

TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 283664

**** SALES ORDER ****

Ship To:	Cust:	3091	Phone:	Bill To:	Phone:
HOUSTON COUNTY HIGHWAY DEPT				HOUSTON COUNTY HIGHWAY DEPT	
1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN: JORDAN GOEDEN 507-725-3925

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	

Serial No.

Order Comments: ****STATE OF MN CONTRACT**
TBD JAN 23**

Build Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 PD All Purpose body manufactured from 7 ga Stainless Steel	\$61,372.00	\$61,372.00
		1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, NO CONVEYOR COVER, High Temp belt over chain, slat on every link.		
1	SPECIAL NOTE - Special Note:			
	CONVEYOR COVER & CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST			
1	CUSTOM - Custom Equipment Pkg consisting of:		\$725.00	\$725.00
	CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE			
1	9903156	- Body Option Swenson APB Right Prop	\$256.00	\$256.00
	NOTE: ADDITIONAL PROP FOR TOTAL OF (2)			
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting	\$1,903.00	\$1,903.00
	**NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER			
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$307.00	\$307.00
1	9901701	- Installation of Dump Body to hoist	\$2,262.00	\$2,262.00
--- Continued ---				

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
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1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	

Serial No.	
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1 9901702 - Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1 9900147 - Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1 9901703 - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1 9900148 - Body acc'y License plate light at rear (for weld on cabshields) installed	\$305.00	\$305.00
1 9900149 - Body acc'y MUFLAPS, FRONT (of driver wheels) w/ brkts installed	\$590.00	\$590.00
1 9900150 - Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:	\$43.00	\$43.00
1 9901225 - Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$2,976.00	\$2,976.00
1 9900207 - Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE: LH FRONT AREA	\$827.00	\$827.00
1 9900209 - Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$85.00	\$85.00
1 9900211 - Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
1 9900215 - Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$598.00	\$598.00
1 9904246 - Light Warning TMT1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2)	\$4,995.00	\$4,995.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

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1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	

Serial No.		
) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed		
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,506.00	\$1,506.00
1 9900259 - Light acc'y LED work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$589.00	\$589.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1 9905144 - Tarp Shur-Co Arm-Matic electric tarp SGL & TDM w/ tarp, STD motor, Front Roller, Rear Air Lock Kit, Installed	\$5,717.00	\$5,717.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$788.00	\$788.00
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1 9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,458.00	\$8,458.00
1 9902822 - VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia holes, cutting edge	\$113.00	\$113.00
1 9902830 - VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia holes, cutting edge	\$135.00	\$135.00
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$3,546.00	\$3,546.00
--- Continued ---		

Accepted by	Date	Price:
		Total Discounts:
		Net Cost:
		Freight
		Total:



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1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA		MN 55921	USA	CALEDONIA	MN 55921

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	

Serial No.		
1 9904232 - Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$523.00	\$523.00
1 9902941 - Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$13,631.00	\$13,631.00
1 9902855 - VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$223.00	\$223.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,173.00	\$6,173.00
1 9900477 - Wing Falls Hwy Orange - Paint Moldboard	\$430.00	\$430.00
1 9900557 - Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$3,975.00	\$3,975.00
1 9900590 - Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,632.00	\$2,632.00
1 9903091 - Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$9,642.00	\$9,642.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,213.00	\$1,213.00
1 SPECIAL REQUEST - Special Request Charges for: REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$838.00	\$838.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$471.00	\$471.00
1 9900679 - Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$570.00	\$570.00
1 9900730 - Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$837.00	\$837.00
--- Continued ---		

Accepted by

Date

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Total Discounts:

Net Cost:

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 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
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1124 E WASHINGTON ST				1124 E WASHINGTON ST	
CALEDONIA	MN 55921	USA		CALEDONIA	MN 55921

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	
Serial No.					

1 9902858 - VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$297.00	\$297.00
1 9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$723.00	\$723.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style)	\$1,132.00	\$1,132.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME		
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,235.00	\$1,235.00
**NOTE: HEIGHT TO BE 24" GROUND TO SADDLE		
1 9902493 - Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1 9900769 - Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$714.00	\$714.00
1 9901733 - Sander Install & configure sander components as rigid frame mount on chassis	\$4,608.00	\$4,608.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.		
1 9900852 - Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$18,998.00	\$18,998.00
NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW		
1 9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision	\$1,454.00	\$1,454.00
1 9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed	\$15,622.00	\$15,622.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
CO 283664

**** SALES ORDER ****

Ship To: Cust: 3091 Phone:
HOUSTON COUNTY HIGHWAY DEPT
1124 E WASHINGTON ST

Bill To: Phone:
HOUSTON COUNTY HIGHWAY DEPT
1124 E WASHINGTON ST

CALEDONIA MN 55921 USA

CALEDONIA MN 55921

ATTN:

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	2/23/22	12/29/22	

Serial No.

1 9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)	\$5,289.00	\$5,289.00
---	------------	------------

1 9900888 - Pump Force FASD45L LS (6 ci) installed	\$6,015.00	\$6,015.00
--	------------	------------

1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
--	----------	----------

1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
---	----------	----------

1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.		
--	--	--

Accepted by

Date

SIGN HERE

Price: \$200,344.00

Total Discounts:

Net Cost: \$200,344.00

Freight

Total: \$200,344.00

Houston County Agenda Request Form

Date Submitted: January 3, 2023

Board Date: January 10, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request approval to purchase a snow plow chassis from Nuss Truck. This truck may not come until 2024 so we anticipate this to be a 2025 model. The 2025 price is not officially available but the estimate given is \$161,604.65 with sales tax of \$10,504.29, Total cost of the truck chassis will be \$172,108.94. This purchase is included in the 2023 budget.

Attachments/Documentation for the Board's Review:

State bid information is available upon request

Justification:

It is important to order this truck now as the lead times are getting longer. We need to ensure our spot. 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 snow plow chassis.

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.

Houston County Agenda Request Form

Date Submitted: January 3, 2023

Board Date: January 10, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request approval to purchase a box, plows and lights for the 2025 snow plow truck from Towmaster. Towmaster's 2023 pricing is 200,344.00. This will be off the State contract once it is signed, however since this vehicle may be received later than 2023 we may be adjusting for prices then.

Attachments/Documentation for the Board's Review:

State bid information from Towmaster.

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 snow plow truck box, plows, and lights.

For County Use Only

Reviewed by:

____ County Auditor
____ Finance Director
____ IS Director

____ County Attorney
____ County Engineer
____ Other (indicate dept)

____ Zoning Administrator
____ Environmental Services

Recommendation:

Decision:

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 Highway Equipment 2023

Unit #	Agenda Item	Nuss Truck State Bid 2023 Estimate		Towmaster State Bid 2023 Estimate	
#225X	Plow Truck Chassis				
	Chassis - Assuming a 2025 model estimated	\$	161,604.65		
	Sales Tax	\$	10,504.29		
	Total Truck	\$	172,108.94		
	Plow Truck Box				
	Box , Plows and Lights			\$	200,344.00
	This is based on 2024 numbers, do no have 2025				
		\$	172,108.94	\$	200,344.00
				\$	372,452.94

Houston County Agenda Request Form

Date Submitted: January 3, 2023

Board Date: January 10, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request approval to purchase a Case 590SN Backhoe Loader off the State Bid from Titan Machinery for \$74,500.00. We plan to trade unit #4141 John Deere 410K Backhoe.

Attachments/Documentation for the Board's Review:

State bid information from Titan Machinery as well as amounts from RDO Equipment, and Ziegler Cat on similar models.

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 the Case 590SN Backhoe Loader from Titan Machinery for \$74,500.00

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 Highway Equipment 2023

Unit #	Agenda Item	Titan Machinery State Bid Contract #210787 T-622(5)	RDO Equipment	Ziegler Cat	Ziegler Cat
#423X	Backhoe				
	Case 590SN Backhoe Loader	\$ 126,500.00			
	John Deere 410P		159,780.01		
	Caterpillar 420XE Backhoe Loader			153,722.75	
	Caterpillar 430 Backhoe Loader				158,118.82
	Trade-in				
#4141	2014 John Deere 410K Backhoe	\$ (52,000.00)	(51,500.00)	(54,100.00)	(54,100.00)
	Grand Total for Unit #4221	\$ 74,500.00	\$ 108,280.01	\$ 99,622.75	\$ 104,018.82

2023 CASE 590SN TLB QUOTE

Specs:

www.casece.com

**EXPERTS FOR THE REAL WORLD
SINCE 1842**



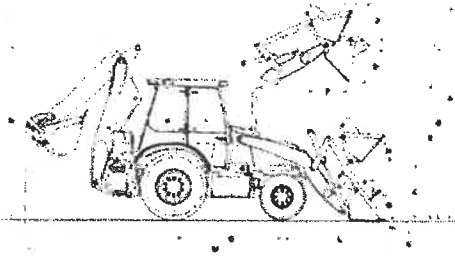
SPECIFICATIONS

	580 SUPER N	590 SUPER N
Engine	Case 445TA/E3	
Net hp (kW) @ rpm	95 hp (71 kW) @ 2200 rpm	108 hp (81 kW) @ 2200 rpm
Net max. torque @ 1400 rpm	328 lb.ft (445 N.m) 333 lb.ft (452 N.m) w/viscous fan	380 lb.ft (515 N.m)
Dig Depth Classification	14 to 15 ft.	15 to 16 ft.
Standard Transmission	Powershuttle/Powershift	
BACKHOE BREAKOUT		
Bucket	14,223 lbf** (63,267 kN)	15,652 lbf** (69,623 kN)
Dipper	9,069 lbf** (40,345 kN)	9,478 lbf** (42,16 kN)
LOADER BREAKOUT		
Bucket	9,807 lbf (43,623 kN)	11,104 lbf (49,393 kN)
Dipper	10,947 lbf (48,694 kN)	12,776 lbf (56,83 kN)
Power Lift Option	Available	
Lift capacity to full height ¹	6,703 lb (3040 kg)	7,907 lb (3541 kg)
Bucket cutting edge width ¹	82 in (2.08 m)	93 in (2.36 m)
Departure angle - 2WD/4WD	15.3° / 19°	NA / 18.4°
Operating Weight [*]	17,226 lb (7,814 kg)	20,458 lb (9280 kg)
TIRES		
-Front tires	2WD 11L x 16, 10-ply rating	4WD 12L x 16.5, 8-ply rating
-Rear tires	19.5L x 24, 10-ply rating 17.5L x 24, 10-ply rating	2WD 14L x 17.5, 10-ply Industrial Rib 4WD 14L x 17.5, 10-ply SGL SS 21L x 24, 10-ply R4

* Operating weight may vary depending on machine configuration. ** Equipped with Power Lift Option. ¹ With 4 IN 1 bucket.

LOADER DIMENSIONS

580 SN/590 SN - 4WD, 4 IN 1° bucket, 21L x 24 rear tires.



	580 SN	590 SN
A Overall operating height - Fully raised	13 ft 10.3 in (4.22m)	13 ft 10.1 in (4.22m)
B Height to bucket hinge pin - Fully raised	11 ft 5.7 in (3.50 m)	11 ft 5.6 in (3.50 m)
C Height to bucket hinge pin - SAE carry	12.75 in (324 mm)	12.8 in (325 mm)
D Dump angle @ full height	45°	45°
E Dump clearance @ full height, 43° dump		
- Bucket	9 ft 1.1 in (2.77 m)	9 ft 1.1 in (2.77 m)
- Clam open	9 ft 10.7 in (3.01 m)	9 ft 10.4 in (3.01 m)
F Dump reach @ full height, 45° dump (from bumper)		
- Bucket	27.0 in (685 mm)	27.8 in (707 mm)
- Clam open	13.9 in (353 mm)	13.8 in (351 mm)
G Bucket rollback @ groundline	41°	41°
H Bucket rollback @ SAE carry	46°	46°
J Bucket rollback @ full height	Adjustable	Adjustable
K Digging depth below grade		
- Bucket flat	5.9 in (151 mm)	5.9 in (150 mm)
- Clam open (dozing)	3.5 in (88 mm)	3.5 in (88 mm)
L Reach from front axle centerline - Bucket on ground	6 ft 0.5 in (1.89 m)	6 ft 0.5 in (1.89 m)
M Overall transport length	23 ft 1.2 in (7.04 m)	23 ft 7.4 in (7.26 m)
N Height - Transport	11 ft 8.0 in (3.53 m)	11 ft 7.3 in (3.54 m)

Thank you,
Zach Wellman
Equipment Sales Consultant
Titan Machinery



Machine Build Sheet Additions/Subtractions:

COMMERCIAL MODEL	690SN 4WD T4 FINAL	-590SN 4WD T4 FINAL
MODEL	59SN74F	-59SN T4 FEAT
REGION	WW	-WORLD WIDE
TRACTION	4WD	-MFD
Base machine price		
QUICK PICKS	463757	-NO QUICK PICK
TRANSMISSION	423062	-Powershift H-Type Transmission
FRONT WHEELS	9200012	-14x17.5, 10PR
REAR WHEELS	8392564	-21Lx24 12PR
BACKHOE PERFORMANCE PKG	464075	-1-WAY OR 2WAY AUX & EHOE&HCPL
FRONT BALLAST	423047	-Heavy Front CWT, Extnhoe
BACKHOE CONTROLS	423078	-Pilot Controls w/Power Lift
BACKHOE COUPLER	442017	-Coupler, Hyd. pin and release
BACKHOE BUCKET	423070	-30" Universal Bucket
STABILIZER PADS	442056	-Flip Over/Stabilizer Pads Comb
THUMB OPTION	745274	-THUMB OPTION
LDR PERFORMANCE PKG	464079	-RC, CS, 35PL, HYD CP
LOADER BUCKET	423049	-Hydraulic Ldr quick attach
ROLLOVER PROTECTIVE STRUCTURES	747853	-Cab, 2 Door with Heat and AC
OPERATOR'S SEAT	745161	-Premium Air Susp Heated
RIDE CONTROL	423090	-Auto Ride Control
Transport Protection	464957	-TRANSPORT PROTECTION
LIGHTS	745242	-LED Light Package
COLD START/BATTERIES	423093	-Cold Start Dual Battery
SEVERE COLD WEATHER	745252	-Severe Cold Weather
TELEMATICS ON BOARD	745121	-CASE SiteWatch Telematics
TELEMATICS SERVICE	745131	-3yr Advanced Tele Subscription

-replaced option 464079 with Ride Control, Comfort Steer, and 3 SPL due to not needing hydraulic quick coupler on front for pin-on 4x1 bucket

-added 4x1 pin-on bucket

Total CASH Price w/o Trade-In and w/o Delivery: \$126,500.00

Cash pricing meaning any other form of payment other than financing through CNHi Capital Finance

Normal List Price of \$225,671.00 w/o government discount

Price good until 4/30/2023

Machine expected arrival date approx. 7/2023

2014 John Deere 410K Backhoe Trade-In Value: \$52,000.00

Total After Trade-In: \$74,500.00

Thank you,
Zach Wellman
Equipment Sales Consultant
Titan Machinery



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: 4-Jan-23

Person requesting appointment with County Board: Martin Herrick

Issue:

Houston County Hauler License Renewals for 2023.

Justification:

Action Requested:

Final Approval by the County Board. (Chairman Severson to sign each.)

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ 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 COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 27 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: HARTER'S TRASH & RECYCLING, LLC

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 21 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: HILLTOPPER REFUSE & RECYCLING, INC.

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 25 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: MIDWEST ROLL~OFF, INC.

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 23 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: RICHARD'S SANITATION, LLC

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson

Houston County Board of Commissioners

**COUNTY OF HOUSTON
INTERMEDIATE SOLID WASTE DISPOSAL FACILITY LICENSE**

RECEIPT NUMBER: **26282**

LICENSE NUMBER: **INT~HOU~023~23**

License is Hereby granted to

RICHARD'S SANITATION, LLC

**P.O. BOX 226,
CALEDONIA, MN 55921**

to permit the holder thereof to operate an Intermediate Solid Waste Disposal Facility in HOUSTON COUNTY, as provided by ordinance for the period of January 1, 2023 to December 31, 2023 as properly described on the application information sheet.

**BY ORDER OF THE
BOARD OF COMMISSIONERS
OF THE COUNTY OF HOUSTON**

*Chairman
Houston County Board of Commissioners*

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 29 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: SCHOH TRUCKING

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 26 ~ 23 Expiration date: DECEMBER 31, 2023

ISSUED TO: TWO GUYS & A DUMPSTER

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

HOUSTON COUNTY COLLECTION AND TRANSPORTATION LICENSE

LICENSE NUMBER: HOU ~ 22 ~ 23

Expiration date: DECEMBER 31, 2023

ISSUED TO: WASTE MANAGEMENT OF WI, INC.

This license must be posted in public view at the primary place of business of the license holder. A certified copy of this license must accompany any vehicle licensed to collect and transport wastes generated from within Houston County at ALL TIMES.

This license is not transferable as to person or place and is valid for operation only in accordance with the Laws of the State of Minnesota and the regulations and ordinances of the County of Houston.

This license is subject to suspension, revocation and/or substantial penalties for failure to comply in all regards with the provisions of the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE, the Minnesota Pollution Control Agency (MPCA) and is subject to suspension or revocation for failure of payment of fees incurred for disposition of wastes at the Xcel Energy Refuse Derived Fuel Processing Facility (RFD Facility), located in La Crosse County, Wisconsin, as directed by the HOUSTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE.

This license obligates the licensee to submit to MPCA the tonnages transported from Houston County to the Excel Energy Incinerator and to the La Crosse County Landfill by February 1st. Report the actual tonnage of acceptable waste generated within Houston County and was delivered to the Facility during the previous calendar year.

Chairperson
Houston County Board of Commissioners

Houston County Agenda Request Form

Date Submitted: 1/5/2022

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:

Review and approve purchase of service contract with ABC/Woodland for Community Based Supported Employment, Center Based Supported Employment and Transportation. This agreement represents an updated rate structure.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review.

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

Houston County through its Public Health and Human Services Department, "County", and **Ability Building Community, Inc.**, 1911 14th Street NW, Rochester, MN 55903 doing business as **ABC Woodland**, 521 Old Highway Drive, Caledonia, MN 55921, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:

- a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and as further detailed in Exhibit to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

**Community Based Support Employment
Center Based Supported Employment
Transportation**

- b. Purchased Services will be provided at Provider's offices or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Houston County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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 participants.
- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and

receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Houston County Limited English Proficiency Plan. If a Houston County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Houston County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☒ ☒ 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 45 CFR Part 75.

☐ (Other) _____

- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: John Puleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.puleasa@co.houston.mn.us

b. Provider: Wayne Stenberg
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
Wayne.stenberg@abcinc.org

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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, Chapter 260E.
- 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Wayne Stenberg.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. 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.

13. 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 Houston County Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Houston County Public Health and 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, 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, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend

vendors who seek to contract with the State of Minnesota or 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, 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.

18. Conditions of the Parties' Obligations:

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

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as

described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available 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 the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. 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 WAS INTENTIONALLY LEFT BLANK.

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

ABILITY BUILDING CENTER, INC. (ABC)

BY: Wayne Stenberg

DATED: 12/13/2022

Wayne Stenberg
Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

DATED: 12/7/22

Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature]
Houston County Attorney

DATED: 1-1-2023

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 - County Services for Houston County clients	5380	11	750	1	\$11.86	per 15 min unit	PER SERVICE AGREEMENT
Community Based Supported Employment – County Services for Houston County clients	6380	11	760	1	\$11.86	Per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750	1	\$1.98	Per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment – County Services for Houston County clients	6380	11	760	1	\$1.98	Per 15 min unit	PER SERVICE AGREEMENT
Transportation - County Services	5160	11	750	1	1	1	PER SERVICE AGREEMENT
Transportation – County Services	6160	11	760	1	1	1	PER SERVICE AGREEMENT

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

- Not to exceed amounts indicated on Individual Service Agreements with Houston County Service. Total not to exceed \$55,179.00 per 12/15/2022 County pay census.
- New clients will require an Individual Service Agreement developed by a Houston County Case Manager to determine service mix.

Houston County Agenda Request Form

Date Submitted: 1/5/2023

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

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

Issue:

Review and approve 2022 SEMCAC contract for Transportation services

Attachments/Documentation for the Board's Review:

two copies of agreement for review and signature

Justification:

Action Requested:

review and approve agreement as presented

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

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department "County", and **Semcac**, 204 South Elm Street, PO Box 549, Rushford, MN 55971, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:

- a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

Transportation

- b. Purchased Services will be provided at Semcac, 204 South Elm Street, Rushford, MN 55971 or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Houston County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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 participants.
- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Houston County Limited English Proficiency Plan. If an Houston County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Houston County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☒ ☐ 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 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used

for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: John Pugleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.pugleasa@co.houston.mn.us
- b. Provider: Jessica Schwering
Semcac
204 South Elm Street, PO Box 549

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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, Chapter 260E.
- 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Erlene Welshons.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. 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.

13. 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 Houston County Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Houston County Public Health and 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, 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, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or 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, 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.

18. Conditions of the Parties' Obligations:

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

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe

weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of

Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available 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 the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice

for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.

- 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. 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 WAS INTENTIONALLY LEFT BLANK.

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

SEMCAC

BY: 

DATED: 12/28/2022

Doug Grout
Executive Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

DATED: 11/30/2022

Director
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: 

DATED: ~~12/28~~ 1-1-2023

Houston County Attorney

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Transportation

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

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Volunteer Driver - Loaded Mile	NA	11	650	IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - MA Unloaded Miles	NA	11	650	1/2 IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - Rides within city limits that are less than 15 loaded miles	NA	11	650	\$10.00	Ride	Per Service Agreements
Volunteer Driver - Parking ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Meals ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Administration	NA	11	650	\$20.71	Ride	Per Service Agreements
Public Bus Service	NA	11	650	Fare Price	Ride	Per Service Agreements
Public Bus Service - Administration	NA	11	650	\$10.00	Ride	Per Service Agreements

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

¹ Follow restrictions contained in the Minnesota Department of Human Services Healthcare Manual.

Houston County Agenda Request Form

Date Submitted: 1/5/2023

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 - John Miller, Gregory Yakle, Clinton Brainard, Nora Beckjord, Bonnie Gregerson, Terry Lund

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

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

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 "County" and **John Miller**, 3771 Poplar Grove Drive, Brownsville, MN 55919, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

WHEREAS, 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, 2023 through December 31, 2024. 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 Provider agrees to furnish the following services:

BRASS CODE

59500
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:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by 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. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
- b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
- c. Provider further acknowledges that bills must be current and timely. 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.
- d. 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 (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

6. Records

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as 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 at 3771 Poplar Grove Drive, Brownsville, MN 55919.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

7. Independent Contractor

- a. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold 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 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 County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish 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. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. 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.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply with all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving 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 client 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 services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

JOHN MILLER

BY: John Miller

DATED: 12-18-22

John Miller

Approved as to Form and Execution:

BY: [Signature]

DATED: 1-3-2023
[Signature]

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

DATED: 12/13/22

John Puleasa, Director
Houston County Human Services

Houston County's Conservatorship and 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 Houston County

Rates:

The reimbursement rate for all services is \$138.00 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 Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

- Time should be tracked and 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.
- Provider must meet "end of the year" budget deadlines 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 "County" and **Gregory Yakle**, 12402 County 10, Caledonia, MN 55921 hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

WHEREAS, 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, 2023 through December 31, 2024. 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 Provider agrees to furnish the following services:

BRASS CODE

59500

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:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by 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. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
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- d. 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 (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

6. Records

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as 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 at 12402 County 10, Caledonia, MN 55921.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

7. Independent Contractor

- a. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold 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 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 County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

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- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
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Provider agrees to comply with all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).


10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving 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 client 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 services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

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

GREGORY YAKLE

BY: 
Gregory Yakle

DATED: 12/16/2022

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 1-1-2023

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 
John Puleasa, Director
Houston County Human Services

DATED: 12/13/22

Houston County's Conservatorship and Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
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- 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:

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- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
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General:

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

Rates:

The reimbursement rate for all services is \$138.00 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 Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

- Time should be tracked and billed in 15-minute increments.
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- Provider must meet "end of the year" budget deadlines 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 "County" and **Clinton Brainard**, 23318 County Road 23, Eitzen, MN 55931, hereafter referred to as the "Provider".

W I T N E S S E T H

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

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64800	Money Management

3. Cost and Delivery of Purchased Services:

See Attachment A for details.

4. Eligibility for Services:

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CLINTON BRAINARD

BY: Clinton Brainard

DATED: 12 16 22

Clinton Brainard

Approved as to Form and Execution:

BY: [Signature]

DATED: 1-1-2023

Houston County Attorney

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

DATED: 12/13/22

John Puleasa, Director
Houston County Human Services

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- Provider must meet "end of the year" budget deadlines 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 "County" and **Nora Beckjord**, 17611 Nine Oaks Drive, Spring Grove, MN 55974, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

WHEREAS, 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, 2023 through December 31, 2024. 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 Provider agrees to furnish the following services:

BRASS CODE

59500
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:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by 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. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
- b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
- c. Provider further acknowledges that bills must be current and timely. 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.
- d. 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 (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

6. Records

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as 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 at 17611 Nine Oaks Drive, Spring Grove, MN 55974.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

7. Independent Contractor

- a. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold 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 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 County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish 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. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. 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.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply will all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).


10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving 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 client 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 services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

NORA BECKJORD

BY: 

Nora Beckjord

DATED: 12/21/22

Approved as to Form and Execution:

BY: 

Houston County Attorney

DATED: 1-1-2023

BY: _____

Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 

John Puleasa, Director
Houston County Human Services

DATED: 12/13/22

Houston County's Conservatorship and 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 Houston County

Rates:

The reimbursement rate for all services is \$138.00 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 Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

- Time should be tracked and 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.
- Provider must meet "end of the year" budget deadlines 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 "County" and **Bonnie Gregerson**, 126 2nd Street NW, Spring Grove, MN 55974, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

WHEREAS, 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, 2023 through December 31, 2024. 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 Provider agrees to furnish the following services:

BRASS CODE

59500

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:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by 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.

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- d. 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 (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

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- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 126 2nd Street NW, Spring Grove, MN 55974.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

7. Independent Contractor

- a. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold 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 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 County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

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- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. 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.
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Provider agrees to comply with all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

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 - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving 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 client 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 services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

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

BONNIE GREGERSON

BY: Bonnie Gregerson

Bonnie Gregerson

DATED: 12-16-22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 1-3-2023

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

John Puleasa, Director
Houston County Human Services

DATED: 12/13/22

Houston County's Conservatorship and 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:

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- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
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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 Houston County

Rates:

The reimbursement rate for all services is \$138.00 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 Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

- Time should be tracked and billed in 15-minute increments.
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- Provider must meet "end of the year" budget deadlines 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 "County" and **Terry Lund**, 121 2nd Street NW, Spring Grove, MN 55974, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

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<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
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51600	Transportation/Mileage (DD)
64800	Money Management

3. Cost and Delivery of Purchased Services:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
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- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by 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.

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- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 121 2nd Street NW, Spring Grove, MN 55974.
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 - 2) By reason of any client 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 services called for under this Agreement.
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THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

TERRY LUND

BY: Terry Lund

Terry Lund

DATED: 12-20-22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 1-1-2023

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: [Signature]

John Puleasa, Director
Houston County Human Services

DATED: 12/13/22

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A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
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- 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 Houston County

Rates:

The reimbursement rate for all services is \$138.00 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 Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

- Time should be tracked and 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.
- Provider must meet "end of the year" budget deadlines to be paid for December.

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 10, 2023**

Date Submitted: 1/5/2023

By: Brian Swedberg, Sheriff

ACTION REQUEST:

- **Forming a Jail Study Committee**

CONSENT AGENDA REQUEST:

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

Untitled

Dewey Severson

Thu 1/5/2023 8:50 AM

Deleted Items

To: EDA <EDA@co.houston.mn.us>;

Good Morning Allison There has been a request to re look at the committee assignment list. Please ad to the action items a line for review of committee list. I guess in light of that don't print out the list. Thank you, have a good day/weekend
Dewey