

## **PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS**

Date: February 18, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Human Resource Technician Ann Diersen, Environmental Services Director Amelia Meiners, Public Health and Human Services Director John Puggleasa, Public Health Supervisor Jordan Knoke, Recorder Mary Betz, HVMHC Executive Director Erik Sievers, MDA Spongy Moth Treatment Coordinator Matt Gallo, and Brent Parker

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion carried unanimously to approve the meeting minutes from February 4, 2025.

Motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion carried to approve the workgroup session minutes from February 11, 2025. All Commissioners voted in favor of the motion, except for Commissioners Johnson and Schuldt who abstained due to being absent from the meeting.

Public Comment:

None.

### **APPOINTMENTS**

Minnesota Department of Agriculture (MDA), Spongy Moth Treatment Coordinator Matt Gallo gave a presentation to the board about the spongy moth and proposed treatments in Houston County during the summer of 2025. The spongy moth was an invasive species and a leaf-feeding insect. Gallo said when the moths were caterpillars, they consumed a lot of leaves

off trees causing stress on the trees. There were health, nuisance, and property value concerns due to the spongy moth. Some areas of Houston County including Money Creek, Yucatan, and Beaver Creek Valley would be receiving SPLAT GM-O treatments in the summer of 2025. SPLAT GM-O was an organic, non-toxic, biodegradable formulation for the control of spongy moth using mating disruption. The treatment would be applied aerially. Prior to the treatment public outreach would be done by MDA. The board thanked Gallo for the presentation.

Hiawatha Valley Mental Health Center (HVMHC), Executive Director Erik Sievers presented a HVMHC overview to the board. Sievers said HVMHC's mission was to be the community leader in delivering exceptional, responsive and consumer focused behavioral health services. They had a physical clinic location in Caledonia at 2021 South Kingston Street. Their services helped County wide in the areas of adult, child, and family mental health therapy, substance use counseling, adult housing with supports, mobile crisis, psychiatry, mental health skills, school-linked services, and naloxone access. Some things that would be coming in 2025 included: a peer support network, community naloxone trainings, Bringing Light into Darkness at La Crescent-Hokah school, and a 60<sup>th</sup> anniversary open house for HVMHC. The Commissioners thanked Sievers and HVMHC for their services and agreed that they were needed in the community.

Interim Auditor/Treasurer Polly Heberlein reviewed the County's cash and investments through December 31, 2024 with the board. She said investments had increased about \$500,000 since the last presentation (as of 6/30/24). The total interest received in 2024 was \$507,606 compared to \$337,975 interest received in 2023. (Interest rates had been higher during 2024.)

At 11:10 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Interim Auditor/Treasurer Heberlein, and Interim Administrator Lapham attended the closed session. At 11:10 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to go back into regular session. Lapham said the board had discussed a negotiation proposal. Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve the agreement with LELS 415.

## CONSENT AGENDA

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

- 1) Hire Brent Parker as a 1.0 FTE Human Resources Officer (D61, step 2) effective March 3, 2025, conditioned upon successful completion of a background check.
- 2) Hire Hannah Jaster as a 1.0 FTE Registered Nurse (C41, step 2) effective March 17, 2025, conditioned upon successful completion of a background check.

- 3) Hire McKinley Sisson as a 1.0 FTE Jailer Dispatcher (B23, step 1), upon successful completion of psych/physical/background checks (official hire date is pending).
- 4) Hire Randy Dobbs as a 67-day, temporary/casual Transport Officer at \$20.33/hr., upon successful completion of physical/background check (official hire date is pending).

## ACTION ITEMS

File No. 1 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to hire Daniel Coogan as a 1.0 FTE Assistant County Attorney (D62, step 2) effective April 1, 2025, conditioned upon successful completion of a background check; reinstate the vacation accrual rate Mr. Coogan was earning when he left County employment on 8/14/2021; and restore Mr. Coogan’s unused sick leave balance with the understanding that these hours would not count toward any future payouts. Coogan had formally worked for the County and had went back to school to get his law degree.

File No. 2 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to dissolve the Water Planning Committee.

File No. 3 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve the 2025 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.

File No. 4 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve the SE AMHI agreement. SE AMHI (previously known as CREST) was a regional collaborative in SE MN that coordinated adult mental health services in the region. This was a two year agreement funded by a state grant.

File No. 5 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve SE AMHI By-laws. (Related to SE AMHI Cooperative Agreement.)

File No. 6 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2025 Semcac contract for Transportation services.

File No. 7 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to accept the resignation of Dayna Burtness from the Economic Development Authority (EDA) Board of Directors. The Commissioners thanked her for her many years of service to Houston County serving on the EDA board.

File No. 8 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to appoint Sandra Solum to the EDA Board effective 2/18/2025 (three year term).

File No. 9 – The Commissioners discussed the 2025 Committee List and possible changes to the per diem schedule with Interim Administrator Lapham. No official changes were made.

File No. 10 – The Commissioners discussed possible action regarding the County Recorder position with Interim Administrator Lapham. Lapham said the County could decide to make the position an appointed position instead of it being elected as the current recorder was retiring. The County would need to go through a formal process to make the change. No official decisions were made on the matter.

File No. 11 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. Payments are below.

**REVIEW LICENSE CENTER PAYMENTS**

**2025/02/06 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
DELTA DENTAL	6,843.50
HEINTZ BADGER VALLEY FARM LLC	62,077.17
HOUSTON COUNTY TREASURER	5,183.07
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,170.00
MEDICA	243,743.08
MN LIFE INSURANCE COMPANY	2,607.39
SAXON FLEET SERVICES	47,533.00
	<u>396,157.21</u>
6 VENDORS PAID LESS THAN \$2000.00	<u>2,749.41</u>
	<u><u>398,906.62</u></u>

**2025/02/18 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
ABILITY BUILDING COMMUNITY	2,214.39
ACENTEK	4,460.04
ADVANCED CORRECTIONAL HEALTHCAR	17,886.65
ASSN OF MN COUNTIES	1,713.00
CALEDONIA OIL CO INC	4,935.00
CALEDONIA/CITY OF	13,371.24
CELLMATE FOOD SOLUTIONS INC	2,524.04
COMPUTER FORENSIC SERVICES LLC	48,301.41
CONSOLIDATED ENERGY COMPANY	4,305.00
FITTING BROTHERS	17,600.00
HOKAH CO-OP OIL ASSN	4,069.55
HOUSTON COUNTY TREASURER	2,241.35
HOUSTON COUNTY TREASURER	20,979.13
HOUSTON COUNTY TREASURER	42,514.59
INTERSTATE BILLING SERVICES	4,093.36
LA FLEUR LAW OFFICE LLC	13,320.00
MASTER'S TOUCH INC/THE	15,469.11
MIENERGY COOPERATIVE	2,525.92
MINNESOTA ENERGY RESOURCES	11,627.30
MN STATE TREASURER	3,413.00
NUSS TRUCK & EQUIPMENT	161,604.65
OFFICE OF MNIT SERVICES	2,336.15
RICHARD'S SANITATION LLC	16,435.86
SCHNEIDER CORPORATION/THE	56,067.00
SKYLINE SALT SOLUTIONS	42,419.16
SOUTHEAST MN PUBLIC INTEREST	7,980.00
WEX BANK	7,159.66
WINONA CONTROLS INC	2,736.32
	534,302.88
59 VENDORS PAID LESS THAN \$2000.00	24,664.82
	558,967.70
PUBLIC HEALTH & HUMAN SERVICES	247,616.41
	806,584.11

**DISCUSSION ITEMS**

The Commissioners discussed recent and upcoming meetings including an extension, EDA, and WINLAC meeting.

The annual Bluff Country Collaborative Career Fair/Hiring event would be on March 5<sup>th</sup> 2025 from 9 a.m. to noon at the La Crescent Area Event Center. The free event would feature Houston and Fillmore County businesses, and job seekers from the public were invited to attend. Students would also be attending.

Commissioner Wright said she was continuing to meet with department heads and having them answer a list of questions to learn about each department. Wright suggested having employee recognition become a part of the board meetings to occasionally recognize the good work that

departments were doing. Commissioner Johnson said he agreed that it would be nice to recognize employees.

Closing Public Comment:

Brent Parker who would be the County's new Human Resources Officer introduced himself to the board. He said he was excited to get started and get to know everyone. Parker had spent 20 years in law enforcement and had gone to school to get his master's degree in public administration with an emphasis on human resources. He also served as a city council member for Decorah, Iowa. The Commissioners welcomed Parker.

There being no further business at 11:20 a.m., a motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on February 25, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator



To the Houston County Commissioners:

Thank you for allowing us to speak about the Minnesota Driftless Hiking Trail. We've been working on this effort for several years and are excited to be making some big progress.

As a private, independently directed effort, we are not asking for any direct assistance from the county, and are focusing our efforts on property owned by the DNR and willing private landowners. However, we do know it will be critical to work with the county highway department, sheriff's office, and possibly other groups.

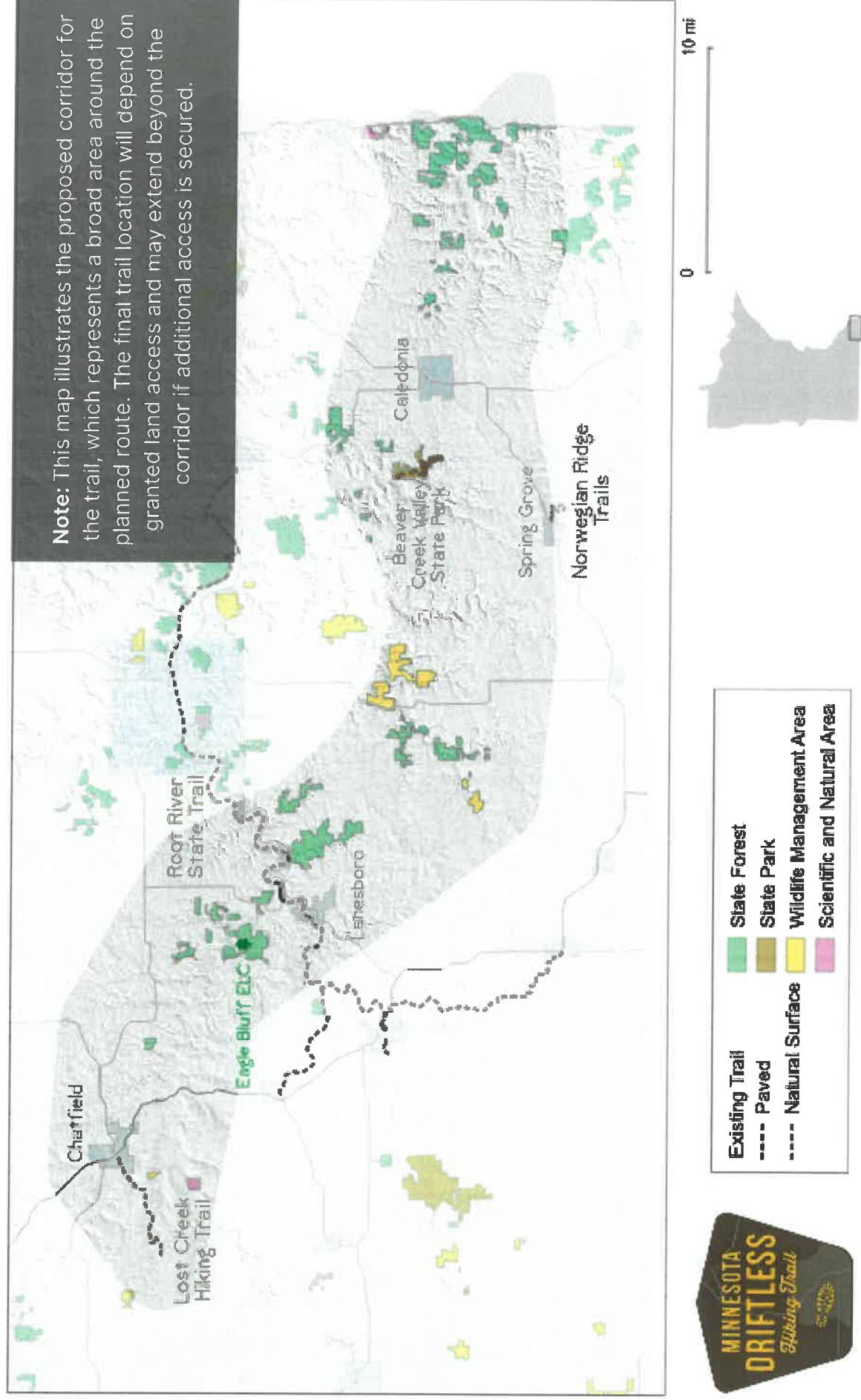
This effort arose in part from my time working on understanding the impact of outdoor recreation on Fillmore County's economy while I was contracted as the County Economic Development Director. I still think community development is an important element of this trail project, and have worked with our partners including the U of M extension team and local cities to maximize that benefit.

Again, thank you for your interest in the Minnesota Driftless Hiking Trail, I hope you find our presentation interesting and informative and we look forward to working with you.

Marty Walsh - Coordinator/Volunteer - Minnesota Driftless Hiking Trail

# Minnesota Driftless Hiking Trail

## Proposed Corridor



# BUILD STANDARDS

In wooded areas, our design standards call for:

24 - 30" Tread

4 - 5' Clearing Width

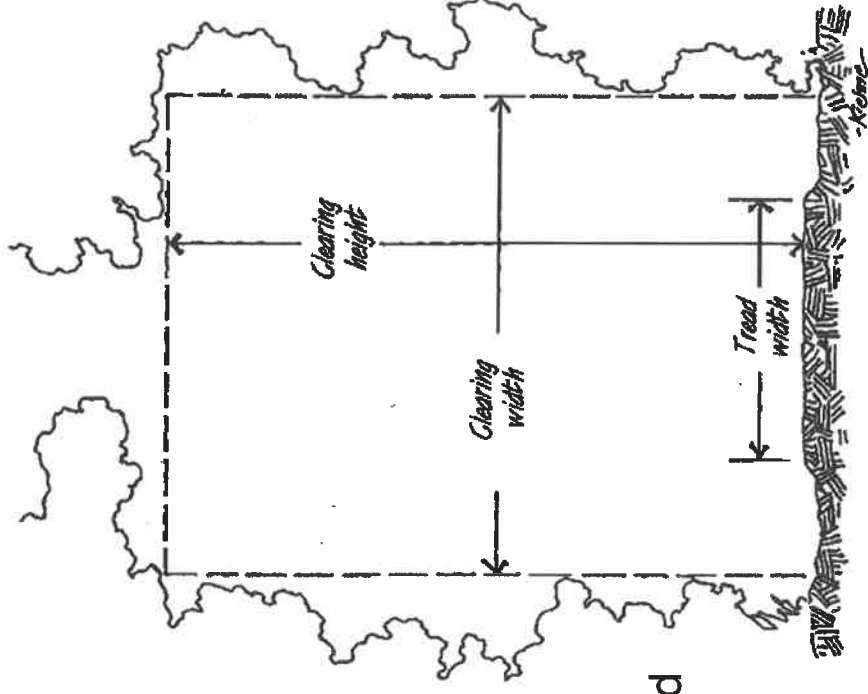
8' Clearing Height

Other landscapes have other standards:

30" Mowed path in grass

Obstruction free on logging roads/shared trails

Very narrow where ATV access is being guarded against



To read the full report: [Build Standards & Guidelines](#)

## Houston County Agenda Request Form

Date Submitted: February 19, 2025 Board Date: February 25, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

The City of La Crescent has inquired about planting trees along Elm St (CSAH 6 & 29). Boulevard trees have many benefits such as improving air quality, aesthetics, traffic calming, and providing shade. However they also can damage roads & sidewalks, require maintenance (branch trimming and leaf cleanup), and reduce sight distance.

**Attachments/Documentation for the Board's Review:**

**Justification:**

**Action Requested:**

Discuss if the county should allow the city to plant additional boulevard trees within the R/W along Elm St and county requirements, if allowed.

For County Use Only			
<b><u>Reviewed by:</u></b>	<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)	
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. on Thursday 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: 2/20/2025

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 - Renata Luetdtke, Judy Storlie, Sandra Fitting, Gregory Yakle, Nora Beckjord

**Attachments/Documentation for the Board's Review:**

Electronic copies for review, hard copies for signature

**Justification:**

**Action Requested:**

Approve and sign contracts as presented

For County Use Only			
<b>Reviewed by:</b>	<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>
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

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 Renata Luedtke, 1597 Clinton Road, Houston, MN 55943 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, 2025 through December 31, 2026. 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. 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.
- 4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
- 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.
- 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 1597 Clinton Road, Houston, MN 55943.
  - 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.

RENATA LUEDTKE

BY: Renata Luedtke

Renata Luedtke

DATED: 2/7/25

Approved as to Form and Execution:

BY: Jym M B

Houston County Attorney

DATED: 2-13-25

BY: P

Chairperson  
Houston County Board of Commissioners

DATED: \_\_\_\_\_

BY: John Puleasa

John Puleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **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:**

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

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 billed monthly.
- 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.
- 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

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### 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, 2025 through December 31, 2026. 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. Eligibility for Services:

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- 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.
4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
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- 
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:

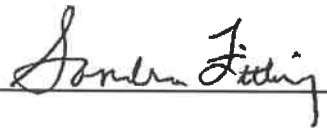
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- receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted 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.

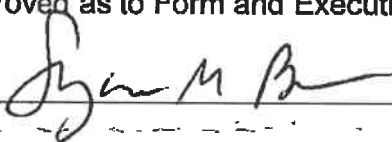
SANDRA FITTING

BY: 

Sandra Fitting

DATED: 2-11-25

Approved as to Form and Execution:

BY: 

Houston County Attorney

DATED: 2-13-25

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY: 

John Puleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **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:**

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

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 billed monthly.
- 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.
- 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 **Judy Storlie**, 25 North Maple Street, La Crescent, MN 55947, 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, 2025 through December 31, 2026. 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. 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.
4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
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.
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 25 North Maple Street, La Crescent, MN 55947.
  - 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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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.

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

JUDY STORLIE

BY:   
Judy Storlie

DATED: 2-1-25

Approved as to Form and Execution:

BY:   
Houston County Attorney

DATED: 2-12-25

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY:   
John Puleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **Houston County's Conservatorship and Guardianship Service Definition**

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- Sign consents and other necessary paperwork
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### **Conservator:**

- Pay monthly bills and service other financial responsibilities
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- 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:**

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  - 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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## 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;

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**BRASS CODE**

59500

69500

61600

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Transportation/Mileage (DD)

Money Management

3. 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.
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See Attachment A for details.
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  - c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.
7. Independent Contractor
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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.

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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 Yackle

DATED: 1/31/2025

Approved as to Form and Execution:

BY:   
Houston County Attorney

DATED: 2-12-25

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY:   
John Pogleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **Houston County's Conservatorship and Guardianship Service Definition**

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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

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**BRASS CODE**

59500

69500

61600

51600

64800

**SERVICE DESCRIPTION**

Guardianship/Conservatorship (DD)

Guardianship/Conservatorship (Adult)

Transportation/Mileage (Adult)

Transportation/Mileage (DD)

Money Management

3. 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.
- 4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
- 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.
- 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: 2/1/2025

Approved as to Form and Execution:

BY: 

Houston County Attorney

DATED: 2-12-25

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

BY: 

John Puleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **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:**

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

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 billed monthly.
- 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.
- 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.



Auditor Warrants 2025/02/14

Lynn Colsch

Thu 2/20/2025 11:04 AM

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

REVIEW LICENSE CENTER PAYMENTS

2025/02/14 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
VISA	<u>11,719.47</u>
	11,719.47
1 VENDOR PAID LESS THAN \$2000.00	<u>100.00</u>
	11,819.47
PUBLIC HEALTH & HUMAN SERVICES	<u>5,281.56</u>
	<u><u>17,101.03</u></u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825

## Commissioner Warrants 2025/02/25

Lynn Colsch

Thu 2/20/2025 11:05 AM

To: Houston County BOC &lt;BOC@co.houston.mn.us&gt;;

Cc: Carol Lapham &lt;Carol.Lapham@co.houston.mn.us&gt;; Eliana Babinski &lt;Eliana.Babinski@co.houston.mn.us&gt;; Susan Tostenson &lt;Susan.Tostenson@co.houston.mn.us&gt;;

**REQUEST APPROVAL FOR PAYMENT****2025/02/25 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
BOLTON & MENK INC	14,800.00
ENTERPRISE FM	12,885.46
SHI INTERNATIONAL CORP	2,716.98
TREASURER TWP OF BLACKHAMMER	25,064.19
TREASURER TWP OF BROWNSVILLE	23,055.63
TREASURER TWP OF CALEDONIA	32,915.13
TREASURER TWP OF CROOKED CREEK	18,672.90
TREASURER TWP OF HOKAH	17,301.09
TREASURER TWP OF HOUSTON	20,411.15
TREASURER TWP OF JEFFERSON	7,280.84
TREASURER TWP OF LA CRESCENT	39,475.19
TREASURER TWP OF MAYVILLE	21,805.07
TREASURER TWP OF MONEY CREEK	30,870.29
TREASURER TWP OF MOUND PRAIRIE	29,948.05
TREASURER TWP OF SHELDON	15,639.69
TREASURER TWP OF SPRING GROVE	25,116.52
TREASURER TWP OF UNION	17,416.28
TREASURER TWP OF WILMINGTON	29,095.45
TREASURER TWP OF WINNEBAGO	18,418.28
TREASURER TWP OF YUCATAN	23,825.25
	<hr/> 426,713.44
29 VENDORS PAID LESS THAN \$2000.00	12,126.09
	<hr/> 438,839.53
PUBLIC HEALTH & HUMAN SERVICES	135,977.07
	<hr/> <hr/> 574,816.60

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825