

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 25, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright (attended remotely via zoom due to being at a conference), 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, Engineer Brian Pogodzinski, Public Health and Human Services Director John Pugleasa, Minnesota Driftless Hiking Trail Director Alexa Shapiro, and Minnesota Driftless Hiking Trail Coordinator/Volunteer Marty Walsh

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion unanimously carried to approve the agenda. The Commissioners voted by roll. All Commissioners voted yes.

Motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion carried unanimously to approve the meeting minutes from February 18, 2025. The Commissioners voted by roll. All Commissioners voted yes.

Public Comment:

None.

APPOINTMENTS

Minnesota Driftless Hiking Trail Director Alexa Shapiro presented to the County board about the trail. Shapiro said as a private independent effort the Minnesota Driftless Hiking trail was not in front of the board to ask for any money or direct assistance from the County, but rather to educate the board about the trail. The Minnesota Driftless Hiking Trail was a group of local residents and hiking enthusiasts working to build a 100-mile backcountry style hiking trail exploring Minnesota's driftless region landscape, inspired by the Appalachian Trail, Superior Hiking Trail, Ice Age Trail, and others. The trail had been worked on for several years. They

were currently working with willing private landowners and the DNR. She shared with the board a proposed corridor for the trail, which represented a broad area around the planned route. The final location of the trail would depend on granted land access and could extend beyond the corridor if additional access was secured. The trail had received a \$426,000 grant from the State Legislative-Citizen Commission. The group would be holding an upcoming community forum in Caledonia at the City Auditorium on March 10, 2025 in Caledonia from 5-7 p.m.

At 9:43 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, 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 voted by roll. All Commissioners voted yes. The Commissioners, Interim Auditor/Treasurer Heberlein, and Interim Administrator Lapham attended the closed session. At 10:08 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion unanimously carried to go back into regular session. The Commissioners voted by roll. All Commissioners voted yes. Lapham said the board had discussed a negotiation proposal. See Action Item No. 4.

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 – Commissioners discussed if the County should allow the City of La Crescent to plant additional boulevard trees within the R/W along Elm St. and County requirements, if allowed. Other cities in the County had also wanted to plant trees in the boulevard in the past. Pogodzinski said trees had benefits such as improving air quality, aesthetics, traffic calming, and shade, however they could also damage roads and sidewalks, required maintenance, and could reduce sight distance. Commissioner Schuldt suggested the County create a policy that could be used for every city each time this was requested. The Commissioners agreed. It was the general consensus of the Commissioners to have Pogodzinski work on a blanket policy that could be used. Within the policy a city's responsibility for maintaining the trees and types of trees allowed would be included. The matter would return to the board at a later date.

File No. 2 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve guardianship contracts with Renata Luedtke, Judy Storlie, Sandra Fitting, Gregory Yakle, and Nora Beckjord. The Commissioners voted by roll, all Commissioners voted yes. The Commissioners agreed they were thankful to have people willing to provide guardianship services.

File No. 3 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. The Commissioners voted by roll. All Commissioners voted yes. Payments are below.

REVIEW LICENSE CENTER PAYMENTS**2025/02/14 AUDITOR WARRANTS:**

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

2025/02/25 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
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
	<u>426,713.44</u>
29 VENDORS PAID LESS THAN \$2000.00	12,126.09
	<u>438,839.53</u>
PUBLIC HEALTH & HUMAN SERVICES	135,977.07
	<u>574,816.60</u>

File No. 4 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion carried four to one to ratify the tentative agreement with LELS 237. The Commissioners voted

by roll. Commissioners Wright, Zehnder, Schuldt, and Myhre voted yes. Commissioner Johnson voted no.

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a Department Head, Land Use, Root River One Watershed, Planning Commission, Finance, SMART, AMC Child Protection, and Personnel meeting.

Closing Public Comment:

None.

There being no further business at 10:12 a.m., a motion was made by Commissioner Schuldt, seconded by Commissioner Zehnder, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on March 4, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
March 4, 2025**

Date Submitted: 2.27.25

By: Polly Heberlein, Interim Auditor/Treasurer

CONSENT AGENDA REQUEST:

Consider approving the Assignment and Assumption of the Ground Lease for Airport Lease: Lot 10, which was sold by Andrew Milde to Norman Snodgrass. Expiration of lease for Lot 10 to Norman Snodgrass is 7/1/2026.

History of Lot 10:

- 1) Greg Winnes signed original 5-year lease in 2021**
- 2) Greg Winnes sold to Blaine Benzing in 2022 (on older 'addendum' form)**
- 3) Blaine Benzing sold to Andrew Milde in 2023 (on new 'assignment and assumption' form)**
- 4) Andrew Milde is selling to Norman Snodgrass in 2025 – (on new 'assignment and assumption' form)**

ACTION ITEM:

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

Recommendation:

Decision:

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE FORM

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2025 by and between Andrew Milde, an individual (“Assignor”) and Norman Snodgrass, and individual (“Assignee”).

RECITALS

WHEREAS, Greg Winnes, original lessee, and Houston County Minnesota, a municipal corporation (“Lessor”) entered into a certain Airport Ground Lease Agreement dated July 1, 2021; and

WHEREAS, Greg Winnes, assigned his rights in the Lease, dated July 1, 2021 to Blaine Benzing, pursuant to an Addendum to Airport Ground Lease Agreement, dated March 14, 2022, (attached hereto and incorporated herein). Blaine Benzing, assigned his rights in the Lease, pursuant to an Assignment and Assumption to Airport Ground Lease Agreement, dated May 1, 2023 to Andrew Milde.

WHEREAS, the Airport Ground Lease Agreement dated July 1, 2021 and the Addendum to Airport Ground Lease Agreement, dated March 14, 2022, and Assignment and Assumption to Airport Ground Lease Agreement dated May 1, 2023 attached hereto and incorporated herein are hereby collectively the (“Lease”) of the Premises commonly known as Houston County Airport hangar Lot #10, Houston County, Minnesota; and

WHEREAS, Lessor provides its written consent as evidenced by its signatures below to an Assignment of said Lease by Andrew Milde, Assignor to Norman Snodgrass, Assignee; and

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to and concurrently with the consummation of that certain Asset Purchase and Sale Agreement dated ____, 2025, (attached hereto) for a improvements commonly known as hanger located on Lessor Premises Lot #10, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease including any and all prepaids and other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Leases as if it had executed the same.

3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

- (a) the Lease is in full force and effect, unmodified except as provided in this Agreement;
- (b) Assignor's interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;
- (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein; and
- (d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.

4. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the effective date of this Assignment Agreement and Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the effective date of this Assignment.

5. Expenses. The parties hereto will bear their separate expenses in connection with this Assignment Agreement and its performance.

6. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Agreement.

8. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

ASSIGNEE CONTACT INFORMATION:

Street Address 1092 Spring Hills Dr
 Brownsville MN 55919

Email Address _____

Telephone Number _____

Neither Assignor nor Assignee will do or permit anything to be done in connection with the Sublease or Sublessee's occupancy of the Premises that would violate the underlying Lease, referenced herein.

If a defined term is not otherwise defined in this Assignment, the definition given that term by the Assignor's current Airport Ground Lease Agreement with Lessor controls.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2025.

ASSIGNOR

Andrew Milde

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the _____ day of _____, 2025 by

_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

ASSIGNEE

Norman Snodgrass

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the _____ day of _____, 2025 by

_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

FOR LESSOR

Eric Johnson, Houston County Board Chairperson

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by
_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

AND

Polly Heberlein, Interim Houston County Auditor-Treasurer

STATE OF MINNESOTA

COUNTY OF HOUSTON

This instrument was acknowledged before me on the ____ day of _____, 2025 by
_____.

(Notary Public)

Printed Name: _____

My Commission Expires: _____

APPROVED AS TO FORM AND EXECUTION

Suzanne Bublitz, Interim Houston County Attorney

Houston County Agenda Request Form

Date Submitted: 2/27/2025

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 - Patricia Goetzinger-Krall, Bonnie Gregerson

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

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

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and Patricia Goetzinger-Krall, 803 North Pine Street, 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 November 1, 2024 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:

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	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 803 North Pine Street, 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.

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.

PATRICIA GOETZINGER-KRALL

BY: Patricia Goetzinger-Krall

Patricia Goetzinger-Krall

DATED: 2/13/25

Approved as to Form and Execution:

BY: Shayne M. Burdick

Houston County Attorney - Interim

DATED: 2-26-25

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: John Puleasa

John Puleasa, Director
Houston County Human Services

DATED: 2/6/2025

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 Bonnie Gregerson, 126 2nd Street N.W., 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, 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:

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	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 126 2nd Street N.W, 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 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.

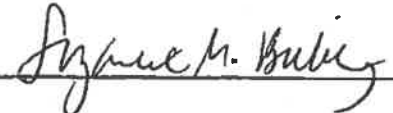
BONNIE GREGERSON

BY: 

DATED: 2-3-25

Bonnie Gregerson

Approved as to Form and Execution:

BY: 

DATED: 2-21-25

Houston County Attorney *Interim*

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

DATED: 1/27/2025

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:

\$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.

Houston County Agenda Request Form

Date Submitted: 2/27/2025

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 contract with Catholic Charities Diocese of Winona-Rochester for guardianship and conservatorship and related legal services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<u> </u> IS Director	<u> </u> Other (indicate dept)	
<u>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 **Catholic Charities Diocese of Winona-Rochester**, 111 Market Street, P.O. Box 379, Winona, MN 55987, 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 111 Market Street, Winona, MN 55987.
 - 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:

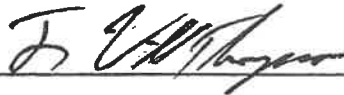
- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, 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.

CATHOLIC CHARITIES DIOCESE OF
WINONA-ROCHESTER

BY:  DATED: 2/19/2025
Very Rev. William Thompson
Catholic Charities of Southern Minnesota Vice-President

Approved as to Form and Execution:

BY: _____ DATED: _____

Houston County Attorney

BY: _____ DATED: _____

Chairperson
Houston County Board of Commissioners

BY:  DATED: 1/27/2025
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:

1. The amount paid for service will be billable at \$56.00 per hour (\$14.00 per 15 minutes).
2. Each client will be determined to be in a service category that sets the number of hours per contract year to be provided to that client. The service category determination will be made via joint agreement between the County and Provider. Service Categories are:
 - a. Emergency Petitions: up to 40 hours unless identified as an outlier at time of

- referral. Outliers may be approved for up to 60 hours during an Emergency Guardianship Appointment.
- b. Low Need: up to 30 hours per year
 - c. Moderate Need: up to 65 hours per year
 - d. High Need: up to 110 hours per year
 - e. Outlier: those eligible that have known or projected needs beyond 110 hours per year.
3. Total hours are agreed upon by County and Provider at time of appointment.
 4. Client Service Category Review: All clients will be reviewed annually by the County and Provider to determine their service level need.
 5. Any costs for hours utilized over the County authorized level of need will be the responsibility of the Provider.
 6. The per hour fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless pre-approved by the County), phone calls, certificates, etc. as required by this Agreement.

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.
- 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.

Houston County Agenda Request Form

Date Submitted: 2/27/2025

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 contract with Serenity Services for guardianship and conservatorship and related legal services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

PURCHASE OF SERVICE AGREEMENT

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 **Serenity Services**, 602 13th Avenue SW, Austin, MN 55912, 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:

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	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 602 13th Avenue SW, Austin, MN 55912.
 - 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

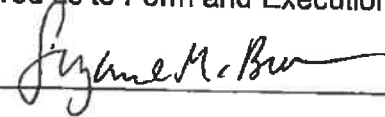
IN WITNESS WHEREOF, Houston County and Provider have executed this Agreement as of the day and year first written above.

SERENITY SERVICES

BY: 
Darla Nienoord *Paula Freiheit*

DATED: 2/14/25

Approved as to Form and Execution:

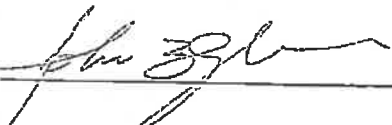
BY: 
Houston County Attorney *Interim*

DATED: 2-21-25

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

Representative Payee Services:

A representative payee is a person who acts as the receiver of United States Social Security Disability or Supplemental Security Income for a person who is not fully capable of managing their own benefits, i.e. cannot be their own payee. If a guardian is not deemed eligible by the Social Security Administration to take a fee from the client's Social Security benefits, Houston County shall pay 1 hour per month (\$39.00) for the provision of rep payee-type services provided to clients assigned by Houston County.

Rates:

The amount paid for service will be billable at \$175 per month for service provided directly to or on behalf of the client.

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.
- 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.

**HOUSTON COUNTY
AGENDA REQUEST
March 4, 2025**

Date Submitted: February 27, 2025

By: Ann Diersen, HR Tech

ACTION

None

APPOINTMENT REQUEST

None

CONSENT AGENDA REQUEST

Auditor/Treasurer

- **Hire Melissa Burrow as a 1.0 FTE Deputy Auditor/Treasurer (B22, step 1), effective March 5, 2025, conditioned upon successful completion of a background check**

Environmental Services

- **Hire Michelle Burt as a 1.0 FTE Environmental Services Tech Clerk (B21, step 1), effective March 17, 2025, conditioned upon successful completion of a background check**

<u>CC:</u>	<input checked="" type="checkbox"/>	Auditor/Treasurer	<input type="checkbox"/>	Sheriff
	<input checked="" type="checkbox"/>	Admin/Finance Director	<input type="checkbox"/>	Engineer
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate
	<input checked="" type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	other dept)

Auditor Warrants 2025/02/21

Lynn Colsch

Thu 2/27/2025 9:16 AM

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

REVIEW LICENSE CENTER PAYMENTS

2025/02/21 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
OLMSTED SWCD	13,124.75
SE SWCD TECHNICAL SUPPORT JPB	5,540.74
WABASHA COUNTY SWCD	20,383.76
	39,049.25
10 VENDORS PAID LESS THAN \$2000.00	3,567.01
	42,616.26

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

Phone 507-725-5825

Commissioner Warrants 2025/03/04

Lynn Colsch

Thu 2/27/2025 11:20 AM

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

Cc:Carol Lapham <Carol.Lapham@co.houston.mn.us>; Eliana Babinski <Eliana.Babinski@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

REQUEST APPROVAL FOR PAYMENT

2025/03/04 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
AVENU INSIGHTS & ANALYTICS LLC	7,279.95
BOND TRUST SERVICES CORPORATION	199,663.75
CALEDONIA OIL CO INC	4,205.50
DAKOTA FLUID POWER INC	12,626.80
DELTA DENTAL	6,682.02
DODGE OF BURNSVILLE	50,295.00
INTERSTATE BILLING SERVICES	4,607.28
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,170.00
MEDICA	248,104.92
MN LIFE INSURANCE COMPANY	2,511.27
VERIZON WIRELESS	3,403.37
WATSON	4,748.00
WIEBKE TIRE CO	5,990.00
WINONA CONTROL INC	3,522.10
WS TRUCKING & CONSTRUCTION LLC	4,387.50
	<hr/> 586,197.46
23 VENDORS PAID LESS THAN \$2000.00	11,990.48
	<hr/> 598,187.94
PUBLIC HEALTH & HUMAN SERVICES	13,113.89
	<hr/> 611,301.83

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
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Phone 507-725-5825