

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 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, Human Resources Officer Brent Parker, Public Health and Human Services Director John Pugleasa, Public Health Educator Bri Ceaser, Recorder Mary Betz, Chief Deputy Recorder Michelle Werner, and G-Cubed Geoffery Griffin

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.

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

Motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion carried unanimously to approve the workgroup session minutes from March 11, 2025.

Public Comment:

None.

APPOINTMENTS

At 10:00 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Wright, 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, Human Resources Officer Parker, and Interim Administrator Lapham attended the closed session. At 11:19 a.m. a motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion unanimously carried to go back into regular session. Lapham said they had discussed labor negotiations, including

negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. No action was taken.

CONSENT AGENDA

Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve the consent agenda. Items are below.

- 1) Approve the Vanguard Computer Systems Consolidated Extended Service Contract for 2025 – 2030. Vanguard has been providing the CAMA programming/support services to Houston County since 2012.
- 2) Approve Guardianship Contract with John Miller.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve a zoning amendment for Chris and Wendy Horn from ag to residential in La Crescent township. This would be a residential boundary not a parcel boundary. The house would be on both parcels.

File No. 2 – Commissioner Wright moved, Commissioner Myhre seconded, motion unanimously carried to approve a G-Cubed text amendment to Zoning Ordinance for sections 27.3 and 27.8. G-Cubed had suggested the text amendment to make the rules more clear. The update would also be consistent with what the surrounding counties of Winona and Fillmore County had in their ordinances.

File No. 3 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve awarding the Airport T-Hangar project to Olympic Builders General Contractors in the amount of \$1,497,400 contingent upon award of State and Federal funding. There were two bids. Bids are below.

ABSTRACT

8 Unit T-Hangar Construction
Houston County, MN
bml Project # 24X.136247
Bid: 02/20/2025 01:00 PM CST

Section Title	Line Item	Item Description	Unit	Quantity	Engineer Estimate		Olympic Builders General Contractors		Whelan Brothers General Contractor, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID - 8 UNIT T-HANGAR	1	8 UNIT T-HANGAR, COMPLETE DESIGN BUILD	LUMP SUM	1	\$1,579,000.00	\$1,579,000.00	\$1,497,400.00	\$1,497,400.00	\$1,428,872.00	\$1,428,872.00
BID ALTERNATE - DEDUCT TWO BAYS FOR 8 UNIT T-HANGAR	2	DEDUCT AMOUNT FROM BASE BID FOR REMOVING TWO BAYS TO CONSTRUCT 6 UNIT T-HANGAR, COMPLETE DESIGN BUILD	LUMP SUM	-1	\$384,750.00	(\$384,750.00)	\$251,700.00	(\$251,700.00)	\$106,000.00	(\$106,000.00)

File No. 4 – Commissioner Myhre moved, Commissioner Cindy seconded, motion unanimously carried to approve the Federal Entitlement agreement with the City of Albert Lea, MN to transfer \$283,000.00 entitlement dollars to be paid back with Houston County's future entitlement dollars and adopting Resolution No. 25-09 Resolution Authorizing an Agreement with Houston

County Regarding Federal Aviation Administration Airport Improvement Program Non-Primary Entitlement Funds. Resolution is below:

RESOLUTION 25-09
RESOLUTION AUTHORIZING AN AGREEMENT WITH HOUSTON COUNTY
REGARDING FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT
PROGRAM NON-PRIMARY ENTITLEMENT FUNDS

WHEREAS, Houston County is constructing a new hangar at the Houston County Airport, and

WHEREAS, Houston County has requested the City of Albert Lea transfer Federal Aviation Administration (FAA) Airport Improvement Program Non-Primary Entitlement Funds in the amount of \$283,000.00 to the Houston County Federal Account, and

WHEREAS, Houston County agrees to pay back to the City of Albert Lea the amount of \$150,000.00 in 2026 and \$133,000.00 in 2027 in Federal Aviation Administration (FAA) Airport Improvement Program Non-Primary Entitlement Funds per the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

The County Engineer is hereby authorized and directed to execute an agreement on behalf of Houston County and with the City of Albert Lea regarding the Federal Aviation Funds.

File No. 5 – Commissioner Myhre moved, Commissioner Cindy seconded, motion unanimously carried to approve the work order under the MNDot Partnership agreement to have MNDot stripe Houston County roads as CP 2025-05.

File No. 6 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to accept the low quote from Fahrner Asphalt Sealers, LLC in the amount of \$118,250.00 for CP 2024-04 Crack Filling.

HOUSTON COUNTY, MINNESOTA
 Crack Filling Quote
 CP 2025-04
 March 11, 2025 at 1:00 p.m.

					Estimate		Fahrner Asphalt Sealers LLC		Asphalt Surface Technologies Corp	
Line	Spec #	Item	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2331.608	Rout & Seal Bituminous Pavement Cracks	25,000.00	Lbs	\$4.00	\$100,000.00	\$4.73	\$118,250.00	\$5.08	\$127,000.00
					Totals	\$100,000.00		\$118,250.00		\$127,000.00

Bridge Maintenance Quotes CP 2025-07
Houston County
23-Jan-25

Page | 47

File No. 8 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to accept the low quote from Scott Construction in the amount of \$495,553.22 for CP 2025-06 Seal Coat.

HOUSTON COUNTY HIGHWAY DEPARTMENT
CP 2025-06 BITUMINOUS SEALCOAT
LETTING DATE: MARCH 13, 2025 AT 10:30 A.M.

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Scott Construction, Inc		Asphalt Surface Technologies Corp.		Allied Blacktop Company		Fahner Asphalt Sealers, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
						\$595,959.73		\$495,553.22		\$577,862.54		\$584,126.96		\$629,747.81
1	2356.504	BITUMINOUS FA-2 SEAL COAT	SY	289,374.00	\$0.65	\$188,093.10	\$0.40	\$115,749.60	\$0.77	\$222,817.98	\$0.82	\$237,286.68	\$0.42	\$121,537.08
2	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	23,150.00	\$2.80	\$64,820.00	\$2.40	\$55,560.00	\$3.00	\$69,450.00	\$3.50	\$81,025.00	\$4.57	\$105,795.50
3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	78,131.00	\$3.65	\$285,178.15	\$3.50	\$273,458.50	\$2.96	\$231,267.76	\$2.70	\$210,953.70	\$4.61	\$360,183.91
4	2582.503	4" SOLID LINE YELLOW-PAINT	LIN FT	41,968.00	\$0.14	\$5,875.52	\$0.12	\$5,036.16	\$0.13	\$5,455.84	\$0.14	\$5,875.52	\$0.09	\$3,777.12
5	2582.503	4" BROKEN LINE YELLOW-PAINT	LIN FT	11,510.00	\$0.14	\$1,611.40	\$0.12	\$1,381.20	\$0.13	\$1,496.30	\$0.14	\$1,611.40	\$0.09	\$1,035.90
6	2582.503	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	46,783.00	\$0.28	\$13,099.24	\$0.24	\$11,227.92	\$0.26	\$12,163.58	\$0.26	\$12,163.58	\$0.18	\$8,420.94
7	2582.503	6" SOLID WHITE LINE-PAINT	LIN FT	207,124.00	\$0.18	\$37,282.32	\$0.16	\$33,139.84	\$0.17	\$35,211.08	\$0.17	\$35,211.08	\$0.14	\$28,997.36
						\$595,959.73		\$495,553.22		\$577,862.54		\$584,126.96		\$629,747.81

File No. 9 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to accept the low bid from Bruening Rock Projects in the amount of \$339,093.90 for CP 2025-01 Maintenance Rock. There were two bids. Bids are below.

CP 2025-01 Stockpile Aggregate, Class 5 (Delivered) (#9521600)
Owner: Houston County, MN

Letting date and Time: 03/13/2025 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Bruening Rock Pnts		Milestone Materials	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
CP 2025-01											
	1	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 5A	TON	3700	\$12.50	\$46,250.00	10.9990	\$40,696.30	\$12.92	\$47,804.00
	2	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 5B	TON	2900	\$12.50	\$36,250.00	10.9990	\$31,897.10	\$14.11	\$40,919.00
	3	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 8A	TON	950	\$12.50	\$11,875.00	9.9990	\$9,498.05	\$13.56	\$12,882.00
	4	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 11	TON	2050	\$12.50	\$25,625.00	9.9990	\$20,497.95	\$13.48	\$27,634.00
	5	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 12	TON	2450	\$12.50	\$30,625.00	8.9990	\$22,047.55	\$11.62	\$28,469.00
	6	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 19	TON	3000	\$12.50	\$37,500.00	8.9990	\$26,997.00	\$14.34	\$43,020.00
	7	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 20	TON	3300	\$12.50	\$41,250.00	10.9990	\$36,296.70	\$12.05	\$39,765.00
	8	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 22	TON	2500	\$12.50	\$31,250.00	10.9990	\$27,497.50	\$12.99	\$32,475.00
	9	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 23	TON	2000	\$12.50	\$25,000.00	10.9990	\$21,998.00	\$12.92	\$25,840.00
	10	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 28	TON	1900	\$12.50	\$23,750.00	10.4390	\$19,834.10	\$11.66	\$22,154.00
	11	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 31	TON	1350	\$12.50	\$16,875.00	10.9990	\$14,848.05	\$13.65	\$18,427.50
	12	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) CSAH 32	TON	2250	\$12.50	\$28,125.00	11.4390	\$25,737.75	\$11.70	\$26,325.00
	13	2211.509	STOCKPILE AGGREGATE, CLASS 5 (DELIVERED) COUNTY ROAD 249	TON	3750	\$12.50	\$46,875.00	10.9990	\$41,246.25	\$11.22	\$42,075.00
Base Bid Total:							\$401,250.00		\$339,093.90		\$407,789.50

Contract Award to Bruening Rock Products for all roads

\$339,093.90

File No. 10 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approving 2024 contract with Driftless Region Vector Control LLC to canvass specifically identified Houston County communities for potential mosquito related human health hazards and larvicide identified habitat sites. This was a \$95.00 increase from the year before.

File No. 11 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to accepting a donation of \$1,200.00 from American Legion Post 191 in support of Public Health Car Seat Program.

File No. 12 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to appoint Dean Happel to the Board of Adjustment for a 3-year term beginning in 2025 and ending December 31, 2027.

File No. 13 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve correction to confirm the resignation/retirement of Mary Betz, Houston County Recorder, effective the end of day April 1, 2025, with thanks for her 23 years of service to the residents of Houston County. This item was approved on February 4, 2025, but had been inadvertently left out of the minutes.

File No. 14 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to appoint Michelle Werner as the Interim County Recorder (C43, step 5) effective April 2, 2025, to complete the unexpired term of Mary Betz.

File No. 15 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to initiate a competitive search for a 1.0 FTE Chief Deputy Recorder.

File No. 16 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to review and approve payments. Payments are below.

2025/03/18 Commissioner's Warrants:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
ACENTEK	4,478.60
ADVANCED CORRECTIONAL HEALTHCARE	7,726.02
CALEDONIA SNO GOPHERS CLUB	30,676.80
CALEDONIA/CITY OF	15,705.95
CEDA	7,285.33
COMPUTER FORENSIC SERVICES LLC	48,301.41
CONSOLIDATED ENERGY COMPANY	4,305.00
DODGE OF BURNSVILLE	88,044.00
DOOSAN BOBCAT NORTH AMERICA INC	12,083.13
H & R ENTERPRISES LLC	13,911.46
HOUSTON COUNTY TREASURER	43,926.12
HOUSTON-MONEY CREEK SNOWRIDERS	13,434.96
INSIGHT PUBLIC SECTOR	3,137.18
LA CRESCENT TRAIL	11,365.20
LIBERTY TIRE RECYCLING LLC	6,774.75
MINNESOTA ENERGY RESOURCES	10,229.69
MN STATE TREASURER	3,964.00
MORRIS ELECTRONICS INC	38,409.44
MOTOROLA SOLUTIONS INC	5,944.32
RICHARD'S SANITATION LLC	12,192.79
SHI INTERNATIONAL CORP	12,796.62
TOWMASTER INC	5,049.92
VIKING RIDGE RIDERS	10,533.60
VISA	7,110.24
WEX BANK	6,911.59
	<u>424,298.12</u>
64 VENDORS PAID LESS THAN \$2000.00	<u>22,981.90</u>
	<u>447,280.02</u>
PUBLIC HEALTH & HUMAN SERVICES	<u>188,987.74</u>
	<u>636,267.76</u>

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a SCHAC meeting Commissioner Wright had attended that was held in St. Paul with the Commissioner of Minnesota Public Health.

Closing Public Comment:

None.

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

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: March 25, 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 Resources Officer Brent Parker, Engineer Brian Pogodzinski, Public Health and Human Services Director John Puggleasa, and Bob Burns

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

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

Commissioner Johnson said the minutes were not yet ready for approval, but would be approved at an upcoming meeting.

Public Comment:

None.

APPOINTMENTS

At 9:02 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.05, Subd. 1, (d) attorney – client privilege, to meet with Attorney Susan Hansen regarding a pending employment claim – 9:05 A.M. The Commissioners, Human Resources Officer Parker, Attorney Hansen, Interim Administrator Lapham, and Bob Burns attended the closed session. At 9:54 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to go back into regular session. Lapham said they had discussed pursuant to Minn. Stat. §13D.05, Subd. 1, (d) attorney – client privilege regarding an employment matter. No action was taken on the matter.

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 – Commissioner Schuldt moved, Commissioner Wright seconded, motion unanimously carried to approve low quote from Bluff Country Brine. Abstract of bids is below.

ABSTRACT OF BIDS
HOUSTON COUNTY, MINNESOTA
CALCIUM CHLORIDE QUOTE
March 19, 2025 1:00 p.m.

Item #	Item	Contractor	Unit	Bluff Country Brine	Knife River	Envirotech Services Inc	Northern Salt Inc
				Unit Price	Unit Price	Unit Price	Unit Price
1	Delivered by tanker truck to Caledonia	Gallons		1.490	1.530	1.640	1.619
2	Delivered & Applied to various county roads	Gallons		1.630	1.690	1.840	1.725
	Minimum Transport load	Gallons		4,100.00	4,000.00	4,000.00	4,200.00
				Cashier's Check	Bond	Bond	Bond
Total Gallons Est				52,000.00			
Estimate Cost				77,480.00	41% County 59% Township/City		

File No. 2 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve salt order through the State CPV.

File No. 3 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2025-2027 Labor Agreement between The County of Houston and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #60 (Jailer/Dispatcher Unit) pending County Attorney review and approval.

File No. 4 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion unanimously carried to approve the 2025-2027 Labor Agreement between The County of Houston and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #415 (Licensed Lieutenant Unit) pending County Attorney review and approval.

File No. 5 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2025-2027 Labor Agreement between The County of Houston and MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES pending County Attorney review and approval.

File No. 6 – Commissioner Schuldt moved, Commissioner Wright seconded, motion unanimously carried to approve the Memorandum of Agreement with AFSCME Local Union #2166.

File No. 7 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve donations to the Extension Tesmer Farm Safety Day for a total of \$4,735.00.

File No. 8 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to approve Opioid (Fund 12) expenditures based on the recommendation of the local Opioid Settlement Collaborative. Funds would be used to purchase a device for the Sheriff's department that could determine what a substance was in a container or bag without opening it making it safer for law enforcement to handle.

File No. 9 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

REVIEW LICENSE CENTER PAYMENTS

2025/03/14 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
CRAIG/TIMOTHY	2,000.00
HOUSTON COUNTY TREASURER	24,920.88
	<u>26,920.88</u>
14 VENDORS PAID LESS THAN \$2000.00	2,784.76
	<u>29,705.64</u>

REQUEST APPROVAL FOR PAYMENT

2025/03/26 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
BOLTON & MENK INC	13,430.00
EHLERS	5,000.00
ENTERPRISE FM	12,885.46
HOUSTON COUNTY TREASURER	3,486.50
SCHNEIDER CORPORATION/THE	3,075.00
SKYLINE SALT SOLUTIONS	28,823.32
STONEBROOKE ENGINEERING INC	2,883.29
THIN LINE OUTFITTERS OF WISCONSIN	12,236.18
VANGUARD APPRAISALS INC	14,175.00
WIEBKE TIRE CO	3,975.00
ZIEGLER INC	7,553.37
	<u>107,523.12</u>
20 VENDORS PAID LESS THAN \$2000.00	8,536.33
	<u>116,059.45</u>
PUBLIC HEALTH & HUMAN SERVICES	33,030.33
	<u>149,089.78</u>

DISCUSSION ITEMS

Interim Administrator Lapham said she was following the legislator closely to see what would happen and how counties could be impacted.

The Commissioners discussed recent and upcoming meetings including a Workforce Development Inc. Board, SELCO, Finance, Solid Waste, Land Use, Airport, Planning Commission, and Land Use Township Association meeting.

Closing Public Comment:

Commissioner Burns from Caledonia who served on the Semcac board on behalf of Houston County gave an update to the board saying senior meals and deliveries had recently increased. He said Semcac's weatherization program could be affected by cuts.

There being no further business at 10:43 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on April 1, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 1, 2025**

Date Submitted:

By: Brent Parker, Human Resources Officer

ACTION

- **Accept the resignation/retirement of Cindy Augedahl, Administrative Legal Assistant, effective May 1, 2025, with thanks for her 46 years of service to the residents of Houston County.**
- **Initiate a competitive search for a 0.8 FTE Legal Assistant.**
- **Discussion Regarding issuing a Request for Proposals for County Healthcare Plans.**

APPOINTMENT REQUEST

- **Labor Negotiations – 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.**

HR CONSENT AGENDA REQUEST

- **Appoint Susan Felten as a Community Health Worker (B21 – Step 2) effective April 15, 2025, conditioned upon successful completion of a background check.**
- **Appoint Leigh Goetzinger as a Child Support Enforcement Aide (B22 – Step 3 / Lateral Transfer) effective April 7, 2025.**
- **Reappoint Brian Pogodzinski, to a four-year term as the County Highway Engineer, effective 05/01/2025 through 04/30/2029.**

Reviewed by:

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

Recommendation:**Decision:**

Houston County Agenda Request Form

Date Submitted: 3/26/2025

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 purchase of service contract with ABC/Woodland for Community Based Supported Employment, Center Based Supported Employment and Transportation. This agreement represents a reduction from last year's agreement due to a reduction in census.

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

Houston County through its Public Health and Human Services Department, "County", and **Ability Building Center, Inc.**, 1911 14th Street NW, Rochester, MN 55903 doing business as **ABC Woodland**, 521 Old Highway Drive, Caledonia, MN 55921, "Provider", enter into this Agreement for the term of January 1, 2025 to December 31, 2025 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

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

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

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

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

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. Purchase of Service:

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

SERVICE DESCRIPTION

**Community Based Supported Employment
Center Based Supported Employment**

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

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.

- b. Provider certifies:

- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.
3. Eligibility for Services:
 - a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
 - b. Final eligibility will be determined by Houston County.
 - c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
 - d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - e. Provider must establish written procedures for discharging a participant or terminating services to a participant.
4. Delivery of Services:

Except as noted the Provider retains control over:

 - a. Intake procedures and program requirements.
 - b. The methods, times, means and personnel for providing Purchased Services to eligible participants.
 - c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.
5. Payment for Purchased Services
 - a. Certification of Expenditures:

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

b. Payment for Purchased Services:

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

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
 - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and

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

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

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS/DCT) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☒ ☒ Revenue and Expense Statement and Balance Sheet on an annual basis
 - ☐ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit

John.pugleasa@co.houston.mn.us

b. Provider:

~~Bruce Remme~~

ABC Executive Director

1911 14th Street NW, PO Box 6938

Rochester, MN 55903

~~Bruce.remme@abcinc.org~~

Sarah Timmerman

sarahl@abcinc.org

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Bruce Remme.

Act 45 CFR Part 75, Subpart F.

- ☐ As Specified by DHS/DCT, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT.
- ☐ (Other) _____

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

8. Notices

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

- a. County: John Pugleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921

- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. **Equal Employment Opportunity and Civil Rights and Nondiscrimination:**

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local human rights commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of

compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by this reference.

12. Conflict of Interest:

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

13. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Houston County Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to County a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Houston County Public Health and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

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

15. Indemnification:

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

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while

on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

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

16. Insurance and Bonding:

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

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☒ Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Provider in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds and/or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

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

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Acquisition Regulation 48 CFR 9.100-9.108-5 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

- 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
- i. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://olg.hhs.gov/>
 - ii. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.
18. Conditions of the Parties' Obligations:
- Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
19. Independent Contractor:
- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
 - b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and

hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. Subcontracting and Assignment:

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

21. Modification of Agreement:

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

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;

5) Failing to perform any other material provision of this Agreement.

d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:

- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
- 2) Failing to perform any other material provision of this Agreement.

e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.

f. Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available or personal delivery to the

authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or

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

ABILITY BUILDING CENTER, INC. (ABC)

BY: 

DATED: 3/26/25

~~Bruce Remme~~ Sarah Timmerman
Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

DATED: 1/21/2025

Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: _____

DATED: _____

Houston County Attorney

**Exhibit A
2025**

AGENCY NAME: Ability Building Center

CONTRACT TYPE: POS – Employment

INVOICES: Houston County Human Services
Attn: Ellana Babinski
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment - County Services for Houston County clients	5380	11	750	Error! Bookmark not defined.	\$12.57	per 15 min unit	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	6380	11	760	Error! Bookmark not defined.	\$12.57	per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750	Error! Bookmark not defined.	\$2.10	per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	6380	11	760	Error! Bookmark not defined.	\$2.10	per 15 min unit	PER SERVICE AGREEMENT

- New Clients will require an Individual Service Agreement developed by a Houston County Case Manager to determine service mix.
- Services may not be provided without prior authorization from the Houston County Public Health Supervisor or Public Health and Human Services Director.
- Not to exceed the amounts indicated on Individual Service Agreements with Houston County Social Services. Total not to exceed \$25,000.

BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum ("Addendum") is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Houston County ("County") and Ability Building Center, Inc. ("Provider"). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

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

A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
 - a) Affiliate. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
 - e) Confidential Data. "Confidential Data" as defined in Minnesota § 13.02, subd. 3.
 - f) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
 - g) Data Aggregation. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) Diagnosis. "Diagnosis" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - k) Disclose. "Disclose" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred

for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.

- l) Electronic Health Records. "Electronic Health Records" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHS. "HHS" means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. "Medical Data" as governed by Minnesota Statute § 13.384.
- t) Other Non-Public Data. "Other Non-Public Data" as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, subd. 8a and 9.
- u) Part 2 Program. "Part 2 Program" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- v) Patient. "Patient" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. "Patient" includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- w) Privacy Incident. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- x) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The "Privacy Rule" means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) Protected Health Information. The capitalized term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501 and 160.103, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- aa) Qualified Service Organization. "Qualified service organization" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other

- professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
- ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
 - bb) Records. "Records" means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
 - cc) Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - dd) Security Rule. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
 - ee) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.
 - ff) Substance Use Disorder. "Substance Use Disorder" or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
 - gg) Third-Party Payer. "Third party payer" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.
 - hh) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
 - ii) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
 - jj) Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).
 - kk) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

B. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:
 - a) **Functions and Activities on County's Behalf.** Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3. However, Provider's data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - b) **Business Associate's Operations.** Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
 - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
 - c) **Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders.** Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County

also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

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

C. Compliance with Standard Transactions.

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

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

D. Obligations and Activities of Business Associate.

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

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to the County. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the County.
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy the County's obligations

under 45 CFR 164.526; any request by County to amend such information will be completed by Provider within 15 business days of County's request.

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

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

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.
4. Except for data aggregation or management and administrative activities of Provider, the County shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the County.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, within ten business days amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the County.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to the County. In the event County directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
5. **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment

for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.

6. **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
7. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
8. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

G. Breach of Privacy Obligations.

1. **Breach.** For purposes of this Section, any reference to "Provider" shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a "breach" of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
 - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the protected health information or to whom the disclosure was made.
2. **Reporting.**
 - a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to the County's Attorney's Office not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
 - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
 - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
 - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
 - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
 - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and

- vi. Provide such other information, including any written documentation, as County may reasonably request.
 - b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
 - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
 - ii. assume responsibility for any additional required notification itself.
3. **Termination of Agreement.**
- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
 - b. Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
 - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
 - iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.
4. **Indemnity.**

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

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding

that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

H. Sanctions

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

I. Notices

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

A. If to County, to:

Attn: John Pogleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pogleasa@co.houston.mn.us

B. If to Business Associate, to:

Attn: ~~Bruce Remme~~
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
Bruce.remme@abcinc.org

Sarah Timmerman

sarah@abcinc.org

J. Amendments and Waiver

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.

L. Conflicts

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

In light of the mutual agreement and understanding described above, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: Sarah Timmerman
Name: Sarah Timmerman
Title: Executive Director
Date: 3/25/25

COUNTY OF HOUSTON

By: John Pugliese
Name: John Pugliese
Title: Director
Date: 1/15/2025

Houston County Agenda Request Form

Date Submitted: March 27, 2025 **Board Date:** April 1, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Board awarded the T-Hangar contract to Olympic Builders contingent upon State and Federal funding. The FAA has provided feedback on funding and the contractor has informed the county of a 6-7 month delay on hangar materials.

Attachments/Documentation for the Board's Review:

E-mail chain between our airport consultant and the FAA

Justification:

Lock in prices and get materials ordered for hangar.

Action Requested:

Approval for Olympic Builders to proceed with project.

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Auditor	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Attorney	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Zoning Administrator
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Finance Director	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> County Engineer	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Environmental Services
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> IS Director	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Other (indicate dept)	

Recommendation:

Decision:

All agenda request forms must be submitted to Allison Wagner at 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.

Brian Pogodzinski

From: Silas Parmar <Silas.Parmar@bolton-menk.com>
Sent: Monday, March 24, 2025 10:51 AM
To: Brian Pogodzinski
Subject: FW: Contract Award Prior to FAA Grant

*** HOUSTON COUNTY SECURITY NOTICE ***

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Hi Brian,

See response below from FAA regarding construction contact award prior to FAA grant issuance. Thanks.



Silas Parmar, PE (CO, IA, MN)
Aviation Project Manager | Principal
Bolton & Menk, Inc.

📞 (612) 987-0138

.

From: Martin, Jacob (FAA) <jacob.martin@faa.gov>
Sent: Monday, March 24, 2025 10:19 AM
To: Silas Parmar <Silas.Parmar@bolton-menk.com>
Cc: Terry, Lindsay (FAA) <Lindsay.Terry@faa.gov>
Subject: RE: Contract Award Prior to FAA Grant

Silas,

We do not anticipate any roadblocks to issuing NPE grants this year. We expect some notifications soon about the checkbooks being loaded and ready for the program.

You are correct, an airport can be reimbursed for previously incurred expenses when using NPE funds.

Regards,

Jake Martin, P.E. (MN/WI)

Deputy Manager

Dakota-Minnesota Airports District Office

Federal Aviation Administration

Office: 612-253-4631

jacob.martin@faa.gov

From: Silas Parmar <Silas.Parmar@bolton-menk.com>
Sent: Monday, March 24, 2025 9:34 AM
To: Martin, Jacob (FAA) <jacob.martin@faa.gov>
Cc: Terry, Lindsay (FAA) <Lindsay.Terry@faa.gov>
Subject: Contract Award Prior to FAA Grant

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Jake,

For hangar projects let for bid this year, I have recommended to sponsors to award the contract prior to receipt of FAA grant offers to lock in the bid price.

Table 3-60 of the AIP handbook indicates the cost will be reimbursed since utilizing nonprimary entitlements.

With the year-long stopgap funding bill signed, do you foresee any issues with sponsors receiving their 2025 \$150,000 entitlement funds and carry-overed funds?

Thanks.



Silas Parmar, PE (CO, IA, MN)
Aviation Project Manager | Principal
Bolton & Menk, Inc.

 (612) 987-0138

Houston County Agenda Request Form

Date Submitted: March 27, 2025 **Board Date:** April 1, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The FAA requires construction administration services, including inspection, plan updates, and project closeout for the t-hangar project.

Attachments/Documentation for the Board's Review:

Proposal from Bolton & Menk

Justification:

Houston County staff are not experts on FAA building construction inspection requirements. Bolton & Menk is Houston County's airport consultant and they are familiar with the project.

Action Requested:

Approval of Work Order #7 for construction administration services for the t-hangar project.

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

All agenda request forms must be submitted to Allison Wagner at 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.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

March 18, 2025

Mr. Brian Pogodzinski, P.E.
County Engineer
Houston County
1124 East Washington Street
Caledonia, MN 55921

RE: Houston County Airport (CHU)
8 Unit T-Hangar Construction
BMI Task Order #7
Proposal for Professional Services

Dear Mr. Pogodzinski,

Bolton & Menk is pleased to submit our proposal for Professional Services for the 8 Unit T-Hangar Construction project at the Houston County Airport.

At the September 24th, 2024 County Board of Commissioners meeting, the Board authorized Bolton & Menk's proposal to complete design and bid administration services for construction of a 8 Unit T-Hangar at the Airport. Bids for the project were opened on February 2nd, 2025.

This proposal will include construction administration services.

SCOPE OF SERVICES:

TASK 2 CONSTRUCTION ADMINISTRATION:

2.1 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, MnDOT Aeronautics (if available), Subconsultants, FAA DMA-ADO (if available), Contractor, Subcontractors and utility companies.

2.2 Initial Construction Layout

Consultant shall layout proposed construction for the Contractor. This shall require one trip to the airport by the Resident Project Representative and Surveyor.

2.3 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor

has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Plans will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.4 Construction Management

Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Sponsor. Services shall include interpretation of the plans and specifications, review of pay applications, explanation of bidding documents to contractor, review of field/change orders, and monitoring of certified payroll reports.

2.5 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative for the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time Resident Project Representative** services will be provided. It is anticipated construction will begin in July 2025 and be completed in December 2025.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Sponsor in the event that the Contractor elects to continue the use of questioned equipment and methods.
- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.

- Evaluate possible material substitutions as requested by the Contractor.
- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- Attend and participate in construction progress meetings.
- Perform other services as reasonably required by the Sponsor and as outlined in the Contract Documents.

2.6 Final Inspection and Documentation

Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.7 As-Built Plans

Consultant will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.8 As-Built Airport Layout Plan (ALP)

Consultant shall update the ALP to reflect the proposed improvement and submit to FAA and MnDOT for review and approval.

2.9 Project Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

CONSIDERATION:

The services described above in this proposal shall be completed on a LUMP SUM basis of \$75,000.

The anticipated funding participation is as follows:

- Federal (95%): \$ 71,250.00
- State (2.5%): \$ 1,875.00
- Local (2.5%): \$ 1,875.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Construction: July – December 2025
- Project Closeout: June 2026

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.
Aviation Project Manager

Authorization and acceptance of this letter proposal.

Houston County, Minnesota

By: _____

Mr. Brian Pogodzinski
County Engineer

_____ Date

Houston County

Agenda Request Form

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

Date Submitted: 25-Mar-25

Person requesting appointment with County Board: Amelia Meiners

Issue:

Service Agreement with Dynamic Lifecycle Innovations. County Attorney Bublitz has reviewed and recommended changes, which Dynamic incorporated.

Justification:

Action Requested:

Final Approval by the County Board.

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

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



Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations, Inc.
Customer:	Houston County, MN
Program:	Minnesota

This Agreement, on the 1st day of April, 2025, is entered into by and between **Houston County**, 304 South Marshall Street, Room 202, Caledonia, MN 55921 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to manage CUSTOMER's electronics for end-of-life recycling and/or asset reuse/recovery, and DYNAMIC agrees to be so engaged to manage CUSTOMER's electronic waste for processing and final disposition.

A. Exhibit Term

The term of this Agreement is Twenty-four (24) Months, commencing on April 1st, 2025 and ending on March 31st, 2027. Any renewals shall be agreed upon by both parties within Sixty (60) days of the Agreement termination period.

B. Obligations of CUSTOMER: Houston County

CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/not program eligible. DYNAMIC is to retain all program and environmentally eligible recycling credits.

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the Pricing section, sorted on to skid pallets/Gaylord boxes, or additional sort charges may apply. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.**

CUSTOMER guarantees that electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

CUSTOMER will maintain, at its expense, all registrations, permits, certificates, licenses, or other authorizations required to collect and transport electronics.

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

C. Obligations of DYNAMIC: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a Bill of Lading with the number of skids to be picked up, along with the weight, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any skid pallets/Gaylord boxes, when

applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material in accordance with applicable federal, state and local regulations.

D. Pricing

Material must be sorted to the below categories or sort fees may apply.

End of Life Recycling Services – MN Program	Rates
CRT Televisions & Monitors	Charge \$0.11/lb.
LCD Televisions & Monitors	Charge \$0.07/lb.
Projection & Wood Console Televisions	Charge \$0.125/lb.
*Desktops, Laptops, Tablets & Servers (Mixed)	Credit \$0.28/lb.
*Laptops & Tablets (Separated)	Credit \$0.75/lb.
Covered Electronic Devices or CEDs (Mixed: Desktop Printers, Scanners & Fax Machines, DVD Players, VCRs, Keyboards & Mice)	Credit \$0.03/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronic Devices (Stereos, Stereo Speakers, Gaming Consoles, Vacuums, Small Household Appliances, etc.)	Charge \$0.07/lb.
Floor Copiers & Desktop Printers & Fax Machines (Separated)	Charge \$0.07/lb.
Microwaves	Credit \$0.01/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$0.10/lb.
Broken or Salvaged Televisions & Monitors; CRT Glass	Charge \$0.30/lb.
Battery-Containing Devices	Call for Pricing
Batteries, Lamps or Scrap Commodities	Call for Pricing
Logistics Services	Rates
53' Semi Availability	Charge \$300/FTL
Miscellaneous Services	Rates
**Sort Fee for mixed TVs & Monitors	Charge \$0.05/lb.

Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.

****Sort Fee only applies to TVs and Monitors not sorted to categories outlined above.****

Material received is subject to reuse eligibility, unless otherwise specified by the CUSTOMER prior to shipment.
Any and all material deemed as Non-Conforming will be charged to the CUSTOMER based on Dynamic's discretion and/or returned to the CUSTOMER at the CUSTOMER's expense.

In the event that commodity pricing fluctuates more than 20% at any time during this contract, DYNAMIC reserves the right to adjust pricing to align with changing commodity market by providing 60-day written notice. This price change will be effective upon written mutual agreement. If mutual agreement is not reached, the contract will terminate at the completion of the 60-day notice.

E. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

F. Data Management and Disclosure of Non-NAID Services

DYNAMIC's standard operating procedures includes the moral obligation to provide data management (data sanitization and/or destruction) in accordance to industry leading best practice standards of NIST 800-88 and Dept. of Defense, as a minimum level of service regardless of clients' requested releases at no additional charge.

DYNAMIC can be contracted to provide enhanced data management capabilities via physical or software destruction methods (or both) either on-site or at a secure DYNAMIC facility with full chain of custody, in accordance with NAID AAA certified processes. These enhanced practices such as the recording of serial numbers of destroyed computer hard drives or devices could be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements.

Based on the pricing and all services outlined for the processing of material under this agreement, services are to be considered "Non-NAID Certified" unless otherwise mutually agreed upon in writing. CUSTOMER has been informed of DYNAMIC's data management practices and potential data security risks.

CUSTOMER willingly agrees to opt out of NAID certified services and agrees that NAID and DYNAMIC will be held harmless from all claims, loss, or threatened loss, or any expenses by reason of the liability or potential liability arising from the failure to record the serial numbers of destroyed computer hard drives or devices.

G. Indemnification

CUSTOMER shall indemnify, defend, and hold DYNAMIC, DYNAMIC's officers, and DYNAMIC's customers harmless at all times from, and after, the date of this Agreement against and with respect to all damages, losses, costs, and expenses which DYNAMIC may suffer or incur with respect to, or in connection with:

- i. CUSTOMER's omissions, acts, or failure to perform its obligations under this Agreement.
- ii. The material breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

H. Audit Right

DYNAMIC shall have the right to audit CUSTOMER to assure compliance with the terms and conditions of this Agreement, including the right to audit reporting, processes, procedures, technical systems, records, and documents reasonably identified by DYNAMIC related to performance and compliance with all applicable laws, regulations, rules, program requirements, and DYNAMIC and DYNAMIC's customer's requirements.

I. Termination

In the event of termination due to breach, the breaching party's fines, fees, and penalties will survive termination. If the applicable state agency revises its legislation, Dynamic agrees to review the new changes, and must be acceptable to continue under this Agreement. Both parties recognize that all materials (electronic equipment, components, and commodities making up electronic waste) sent to DYNAMIC are wholly owned by DYNAMIC. All rights, credits, interests, and title generated from this process are owned and retained by DYNAMIC.

J. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin and Minnesota, without regard to its conflicts of laws rules.

K. Confidentiality

Each party shall hold confidential all confidential and trade secret information relating to the business of the other party and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, including the terms of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that a party may become so legally compelled, such party may only disclose the information if such party shall first afford the other party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

L. Force Majeure

Notwithstanding any other provision contained in this Agreement, if DYNAMIC is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, pandemic, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, DYNAMIC could not be expected to avoid. In such instances DYNAMIC's performance shall be suspended or excused without damages, cost or penalties while such cause exists. DYNAMIC shall use its best efforts to overcome the event and shall have reasonable time after cessation of the event to commend its performance.

M. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS THEREOF, the parties have caused this contract to be duly executed by their duly authorized Representatives on the dates written under their signatures below intending for this Agreement to become effective as of the Effective Date.

Date: _____

Date: _____

Signed: _____

Signed: _____

Amanda Bueros
VP of OEM Solutions
Dynamic Lifecycle Innovations

Amelia Meiners
Environmental Services Director
Houston County, MN

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Exhibit B1.0

Minnesota Electronics Recycling Act

This Exhibit is incorporated by reference into the Service Agreement MN-25/26-2-D-Houston County, MN, entered into by and between CUSTOMER and DYNAMIC on April 1st, 2025.

For the purpose of this Agreement all definitions and requirements described below align with Minnesota Statute 115A.1310 to 115A.1330.

CUSTOMER confirms that all material designated as program eligible meets the requirements as listed in Exhibit B1.0.

1. Program Eligible Entities:
 - a. In alignment with the Minnesota Electronics Recycling Act the phrase Program Eligible Entities means Minnesota Households.
2. Program Eligible Material
 - a. Covered Electronic Devices (CEDs):
 - i. Computers (desktop, laptop, netbook, tablets)
 - ii. Peripherals (keyboards, mice, printer, or any other device sold exclusively for external use with a computer that provides input or output into or from a computer)
 - iii. Peripherals (keyboards, mice, computer speakers, external hard drives; items for external use provides input or output from a computer)
 - iv. Fax machines
 - v. DVD players, VCRs
 - b. Video Display Devices (VDDs):
 - i. Televisions
 - ii. Computer Monitors
3. Program Year
 - a. July 1st through June 30th of each year
4. CUSTOMER agrees to operate in alignment with the Minnesota Statute 115A.1310 to 115A.1330 and guarantees that all electronics are collected in compliance with the Minnesota Electronics Recycling Act.
5. CUSTOMER must specify at time of shipment what material is classified as metro or non-metro
6. CUSTOMER as a registered collector participating in the Minnesota Electronics Recycling Act must meet all requirements as a registered collector including but not limited to:
 - a. Submit by July 15th annually a complete registration to the Minnesota PCA in the format required by the PCA
 - b. Submit by July 15th annually a report to the Minnesota PCA the total weight of CEDs and VDDs collected in Minnesota during the preceding program year and the names of all registered recyclers to whom the CUSTOMER delivered CEDs and VDDs.
 - c. Whether the collector had a contract with a recycler or manufacturer to provide pounds toward meeting a manufacturer's obligation.
7. If the Minnesota Pollution Control Agency (MPCA) or DYNAMIC determines that CUSTOMER is out of compliance with any laws, regulations and rules under which CUSTOMER must comply with at the local, state, Federal, and international level; CUSTOMER is removed by the MPCA from the Minnesota Electronics Recycling Act; and/or the Program Eligible Material collected by CUSTOMER are determined by the MPCA or other government agency to no longer be eligible under the state program, then CUSTOMER shall immediately notify DYNAMIC at which point the Contract will terminate. If the MPCA or other government agency determines that the Program Eligible Material volume shipped to DYNAMIC cannot be claimed by a manufacturer program, CUSTOMER must immediately repay DYNAMIC for all payments under this Contract and shall also pay DYNAMIC for any fines or penalties incurred by manufacturers or manufacturer programs to which DYNAMIC sold CUSTOMER's volume, or

shortfall pounds from CUSTOMER. This amount from CUSTOMER will be considered late and a late charge of three percent (3%) shall apply if not paid to DYNAMIC within thirty (30) days of demand by DYNAMIC. CUSTOMER also confirms that all pounds purchased by DYNAMIC in this contract have not been previously sold and counted for any other state manufacturer program.

Commissioner Warrants 2025/04/01

Lynn Colsch

Thu 3/27/2025 11:29 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**2025/04/01 COMMISSIONER'S WARRANTS:**

VENDOR NAME	AMOUNT
CALEDONIA AMBULANCE SERVICE	2,500.00
CALEDONIA OIL CO INC	4,950.00
DELTA DENTAL	6,776.56
DICK'S PETROLEUM COMPANY	3,101.00
DLT SOLUTIONS LLC	5,127.60
HOKAH CO-OP OIL ASSN	4,325.75
HOUSTON AMBULANCE SERVICE	2,500.00
HOUSTON COUNTY AG SOCIETY	24,000.00
INSIGHTSOFTWARE LLC	12,650.19
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	28,170.00
LIBERTY TIRE RECYCLING LLC	3,410.75
MEDICA	245,924.00
MN LIFE INSURANCE COMPANY	2,512.35
RDO EQUIPMENT CO INC	2,827.20
SE MN EMERGENCY MEDICAL SERVICES	5,000.00
SOUTH CENTRAL COLLEGE	4,109.39
SPRING GROVE AMBULANCE SERVICE	2,500.00
VERIZON WIRELESS	3,457.02
WS TRUCKING & CONSTRUCTION LLC	2,400.00
	<hr/> 366,241.81
24 VENDORS PAID LESS THAN \$2000.00	12,677.36
	<hr/> 378,919.17
PUBLIC HEALTH & HUMAN SERVICES	31,549.55
	<hr/> <hr/> 410,468.72

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

Phone 507-725-5825