

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 1, 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, Human Resource Technician Ann Diersen, Engineer Brian Pogodzinski, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Jordan Knoke, Public Health Educator Bri Ceaser, and Financial Assistance Supervisor Karen Kohlmeyer

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 Wright, seconded by Commissioner Zehnder, motion unanimously carried to approve the meeting minutes from March 18, 2025.

Motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to approve the meeting minutes from March 25, 2025.

Public Comment:

None.

APPOINTMENTS

At 10:21 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Human Resources Officer Parker, and Interim Administrator Lapham attended the closed session. At 11:12 a.m. a motion was made by Commissioner Zehnder,

seconded by Commissioner Myhre, motion unanimously carried to go back into regular session. Chairperson Johnson gave a summary of the closed session saying they had discussed labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals. No official decisions were made on the matter.

CONSENT AGENDA

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

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

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve purchase of service contract with ABC/Woodland for Community Based Supported Employment, Center Based Supported Employment and Transportation.

File No. 2 – Commissioners discussed with Public Health and Human Services Director John Pugleasa the Public Health building construction project. The grant funding being used for the project had been rescinded by the federal government. Pugleasa said he had been notified of this the week prior. The County would be able to be reimbursed for project costs that were submitted by the end of the week and had occurred prior to March 24, 2025. Pugleasa was working to get invoices from the contractors involved to be submitted for reimbursement. Construction was currently halted. Wieser Brothers the general contractor on the project had ordered some materials. The Commissioners asked Pugleasa to find out how many materials had been purchased, see if there would be a restocking fee, and/or get quotes to see what it would cost to have the materials that were purchased (mostly flooring) installed. Pugleasa said he would submit the current invoices for reimbursement for the project thus far, look into other funding sources, and explore possibilities for the materials that had been purchased thus far.

File No. 3 – Commissioners discussed with Bolton & Menk and Engineer Pogodzinski the possibility of allowing Olympic Builders to lock in prices and get materials ordered for the airport T-hanger project. It was expected that most of the project would be paid with Federal and State dollars, but the Commissioners discussed waiting a bit longer to order materials to ensure the funding was coming at the anticipated amount. It was decided that the matter would be tabled and brought back to the board in two weeks.

File No. 4 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to accept the proposal from Bolton & Menk for construction administrative services, including inspection, plan updates, and project closeout for the T-hanger project as required by the FAA.

File No. 5 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve a service agreement with Dynamic Lifecycle Innovations.

File No. 6 – Commissioner Wright moved, Commissioner Myhre seconded, motion unanimously carried to approve 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.

File No. 7 – Commissioners discussed with Human Resources Officer Parker the possibility of initiating a competitive search for a 0.8 FTE Legal Assistant. Parker said one idea that had been discussed was the possibility of not filling the position after the current person in the role retired. He said the County Attorney wanted the position to be re-filled. The matter was tabled, and no official decisions were made.

File No. 8 – Commissioners discussed with Human Resources Officer Parker and Human Resource Technician Diersen the possibility of issuing a request for proposals for County healthcare plans. It was the general consensus of the Commissioners to proceed with the next steps so a request for proposal for healthcare plans could be issued.

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

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
IJOE 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
	<u>366,241.81</u>
24 VENDORS PAID LESS THAN \$2000.00	12,677.36
	<u>378,919.17</u>
PUBLIC HEALTH & HUMAN SERVICES	31,549.55
	<u>410,468.72</u>

DISCUSSION ITEMS

The Commissioners discussed recent and upcoming meetings including a Planning Commission, Workforce Development Forum, Airport, and Township Association meeting.

Closing Public Comment:

None.

There being no further business at 11:15 a.m., a motion was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on April 8, 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: April 8, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Cindy Wright, Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present:

Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Environmental Services Director Amelia Meiners, Public Health Supervisor Jordan Knoke, Human Resource Officer Brent Parker, and MiEnergy Vice President of Member Services Kent Whitcomb

Board Workgroup Session

Environmental Services Director Amelia Meiners gave a solar moratorium update to the Commissioners. She said after consulting with the County Attorney and land use Attorney Jay Squires the recommendation was to amend the County's zoning ordinance to reflect the County's Comprehensive Land Use Plan. The comp plan allowed solar for individual use or by individual residences or businesses, so long as the primary reason for the solar was individual use. Additional power generated could go back into the grid, as long as the primary use was for the individual. Meiners said the ordinance would allow for individual use, but not for strictly commercial use. Commissioner Myhre questioned why the Comprehensive Land Use Plan protected agricultural land. Commissioner Zehnder said he did not yet have a position, and wanted to talk to more of his constituents on the matter. Commissioner Wright suggested also looking at options that allowed some commercial solar use with limitations.

Public Health and Human Services Director John Pugleasa and Public Health Supervisor Jordan Knoke gave a Community Service Building construction update to the board. They said after being notified funding was being rescinded by the federal government they had turned in receipts for the work that had been started thus far. The County would be reimbursed for work prior to March 24, 2025. Pugleasa said Wieser Brothers had ordered some product that would have a \$1,000 restocking fee. It would be the County's responsibility to pay for this. Some carpeting squares has been purchased that the County would keep and use. Pugleasa said after turning in the receipts the deadline had been extended, and the County had learned that there was a possibility the funds for the project could be reinstated. The future was unknown. He said Wieser Brothers was working with the County on the matter and had been understanding. Knoke said there were cuts in other areas that could also affect the County.

Human Resource Officer Brent Parker updated the board on various HR items. He said the County was still negotiating with two unions. He said he was working on putting together a new policies and procedures update. His goal was to have it completed by June 1st.

The workgroup session ended at 10:20 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST
April 15, 2025**

Date Submitted: April 10, 2025

By: Carol Lapham Administrator-Interim

APPOINTMENT:

- **CLOSED SESSION** - Pursuant to Minn. Stat. §13D.05, Subd. 1, (d) *attorney – client privilege*, to meet with Attorney Susan Hansen regarding the Sheriff's salary appeal for 2025 – 9:05 A.M. (Attorney Hansen will be attending via ZOOM)

CC:	<input type="checkbox"/>	Auditor/Treasurer	<input type="checkbox"/>	Sheriff
	<input type="checkbox"/>	Admin/Finance Director	<input checked="" type="checkbox"/>	Human Resources
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate
	<input type="checkbox"/>	County Assessor	<input type="checkbox"/>	other dept) _____

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 15, 2025**

Date Submitted: April 10, 2025

By: Brent Parker, HR Officer

ACTION

- **Consider approving the 2025-2027 Labor Agreement between The County of Houston and LOCAL UNION #2166 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 65 pending County Attorney review and approval.**
- **Approve Resolution to Reappoint Brian Pogodzinski as Highway Engineer.**
- **Initiate a competitive search for a 0.8 FTE Legal Assistant.**

CONSENT AGENDA REQUEST

PHHS

- **Initiate a competitive search for a 1.0 FTE Case Aide position.**

Sheriff's Office

- **Confirm the start date of Jailer/Dispatcher McKinley Sisson – April 21, 2025.**
- **Hire Lindsey Rohrer as a 67-day, temporary/casual Transport Officer at \$20.33/hr.**

<u>Reviewed by:</u>	<div style="display: flex; justify-content: space-between;"><div><div><input checked="" type="checkbox"/> HR Director</div><div><input checked="" type="checkbox"/> Finance Director</div><div><input type="checkbox"/> IS Director</div><div><input checked="" type="checkbox"/> County Attorney</div><div><input type="checkbox"/> Environmental Svcs</div></div><div><div><input checked="" type="checkbox"/> Sheriff</div><div><input checked="" type="checkbox"/> Engineer</div><div><input checked="" type="checkbox"/> PHHS</div><div><div>(indicate other dept)</div><div></div></div></div></div>	
<u>Recommendation:</u>		
<u>Decision:</u>		

RESOLUTION NO. 25-10

WHEREAS, Minnesota Statutes 163.07 Subd. 1 requires the County Board of each county to appoint and employ a highway engineer; and

WHEREAS, Minnesota Statute 163.07 Subd. 2 mandates that the County Board may appoint a new county engineer for a term of only one year and all reappointments shall be for a term of four years, which shall be made in May of the year in which the first term expires; and

WHEREAS, the Houston County Board of Commissioners appointed Brian Pogodzinski to an initial term on September 22nd, 2008, set to expire on May 1st, 2009; and

WHEREAS, the Houston County Board of Commissioners reappointed Brian Pogodzinski to a four-year term set to expire on May 1st, 2013; and

WHEREAS, the Houston County Board of Commissioners reappointed Brian Pogodzinski to a four-year term set to expire on May 1st, 2017; and

WHEREAS, the Houston County Board of Commissioners reappointed Brian Pogodzinski to an additional four- year term set to expire on May 1st, 2021.

WHEREAS, the Houston County Board of Commissioners reappointed Brian Pogodzinski to an additional four- year term set to expire on May 1st, 2025.

NOW THEREFORE, BE IT RESOLVED THAT the Houston County Board of Commissioners hereby reappoints Brian Pogodzinski effective May 1st 2025 as the Houston County Highway Engineer for a four-year term of employment. This term of office shall run until May 1, 2029, at which time the Board may review appointment options

Appointed in Caledonia, Minnesota, this 15th day of April 2025.

HOUSTON COUNTY COMMISSIONERS

Eric Johnson
Board Chair

ATTEST

Carol Lapham
Interim County Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 15, 2025**

Date Submitted: April 8, 2025

By: Brian Swedberg, Sheriff

ACTION REQUEST:

CONSENT AGENDA REQUEST:

Approve yearly State Boat & Water Safety Grant in the amount of \$5,553

Approve yearly Federal Boating Safety Supplemental Patrol Grant of \$6,500

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 15, 2025**

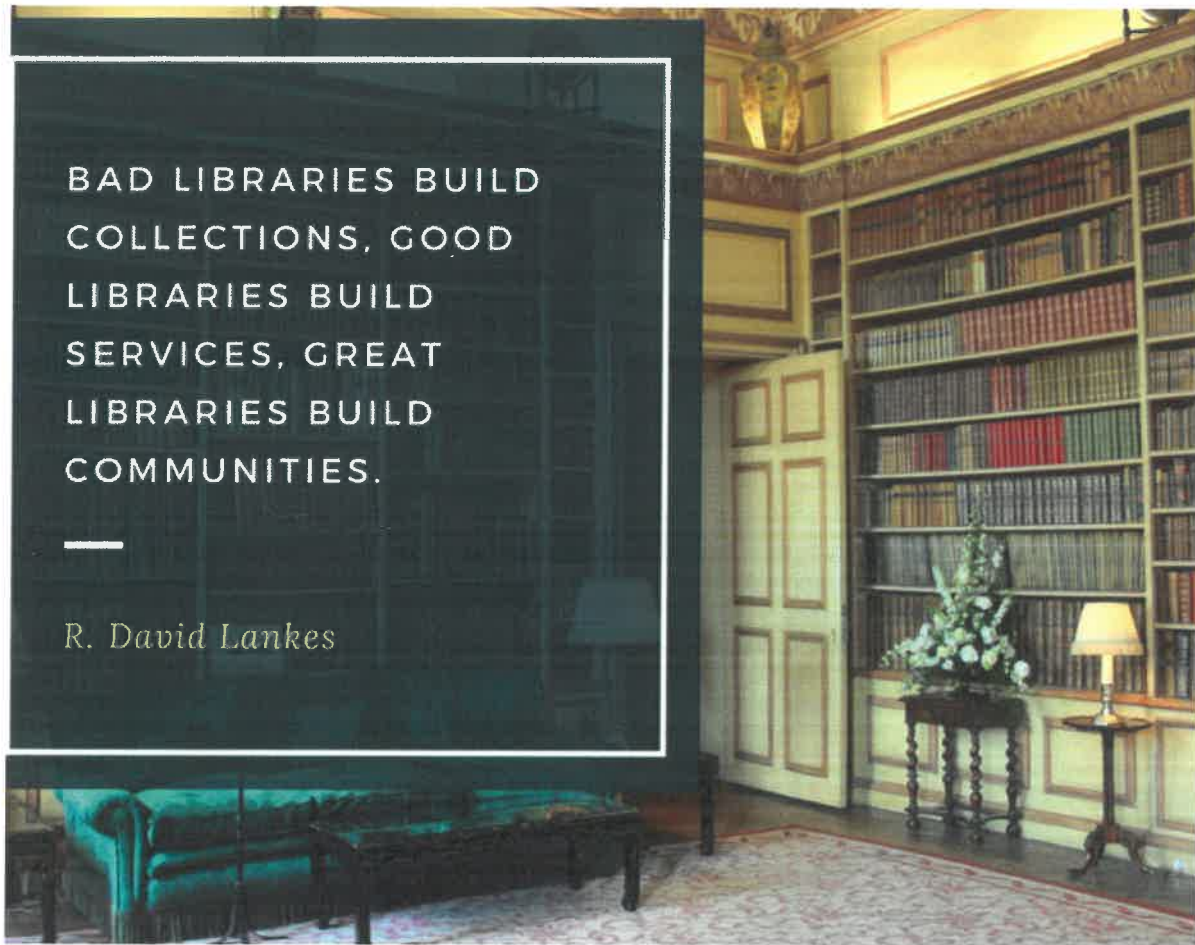
Date Submitted: April 10, 2025

By: Brent Parker, HR Officer

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.**

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



Thank You

Caledonia Public Library purchased new computers for patron usage and craft supplies for programs.

Hokah Public Library purchased four new computers for public use and were able to add PC Support through SELCO.

Houston Public Library focused on collection development, purchasing new materials for kids and adults. We also used funds to buy supplies for the library and storytime programs.

Spring Grove Public Library purchased new computers for public use.

Crescent Public Library supported building maintenance needs and repairs, replacing the front door lock, bathrooms fixtures, and handicap accessible door opener. Our front awning was painted fresh as well.



What the Use of ARPA Funds
Helped Houston County Libraries
Provide Their Communities

More Than Just Books

The role of public libraries has regularly evolved to meet community needs. We are the only remaining free space where all ages can access information as well as ongoing education opportunities and intergenerational programming.

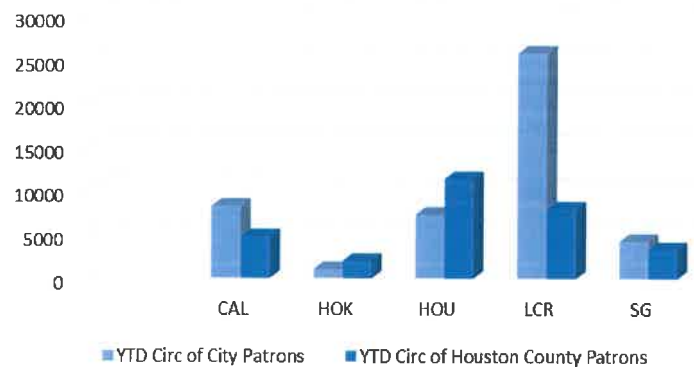


Library	Summer Reading Programs	SRP Attendance	Other Programs	Other Program Attendance
CAL	40	2,446	117	7,551
HOK	2	45	8	131
HOU	28	1,350	155	4,451
LCR	43	1,266	261	3,581
SG	14	370	61	664
Total	127	5,477	602	16,378

Circulation means We Have What You're Looking For

Library	YTD Circ of City Patrons	YTD Circ of Houston County Patrons
CAL	8,229	4,767
HOK	1,073	1,993
HOU	7,298	11,384
LCR	25,750	7,928
SG	4,290	3,352
Total	46,640	29,424

YTD Circulation by Patron Type



✦ Not All Apples to Apples

Why staffing and current collections matter.

	Weekly Open Hours	Avg. Circ./Month	YTD Circulation	Items Added YTD	Avg. Patrons Added/Month	Patrons Added YTD
LIBRARY						
LCR	44	3,309	39,707	2,144	28	333
CAL	37	1,221	14,650	1,344	9	104
HOK	30	462	5,544	666	2	25
HOU	32	1,737	20,843	719	9	109
SG	37	814	9,772	1,222	4	52

AcenTek MN BEAD Grant

John Tabbert <jtabbert@acentek.net>

Thu 4/10/2025 9:41 AM

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

📎 1 attachments (4 MB)

Houston County Presentation.pptx

*** 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.

Hello Allison,

I have attached the presentation for the board meeting scheduled for next week. Any questions of concerns, please let me know. Thank you.

John Tabbert

Marketing and Sales Manager

 **AcenTek**

507-896-6313 phone

jtabbert@AcenTek.net | jtabbert@AcenTek.net

www.AcenTek.net | www.AcenTek.net



SOUTHEAST MN FIBER PROJECT



Acentek

[HTTPS://WWW.ACEN TEK.NET/ABOUT/](https://www.acentek.net/about/)



2025 MN BEAD Program

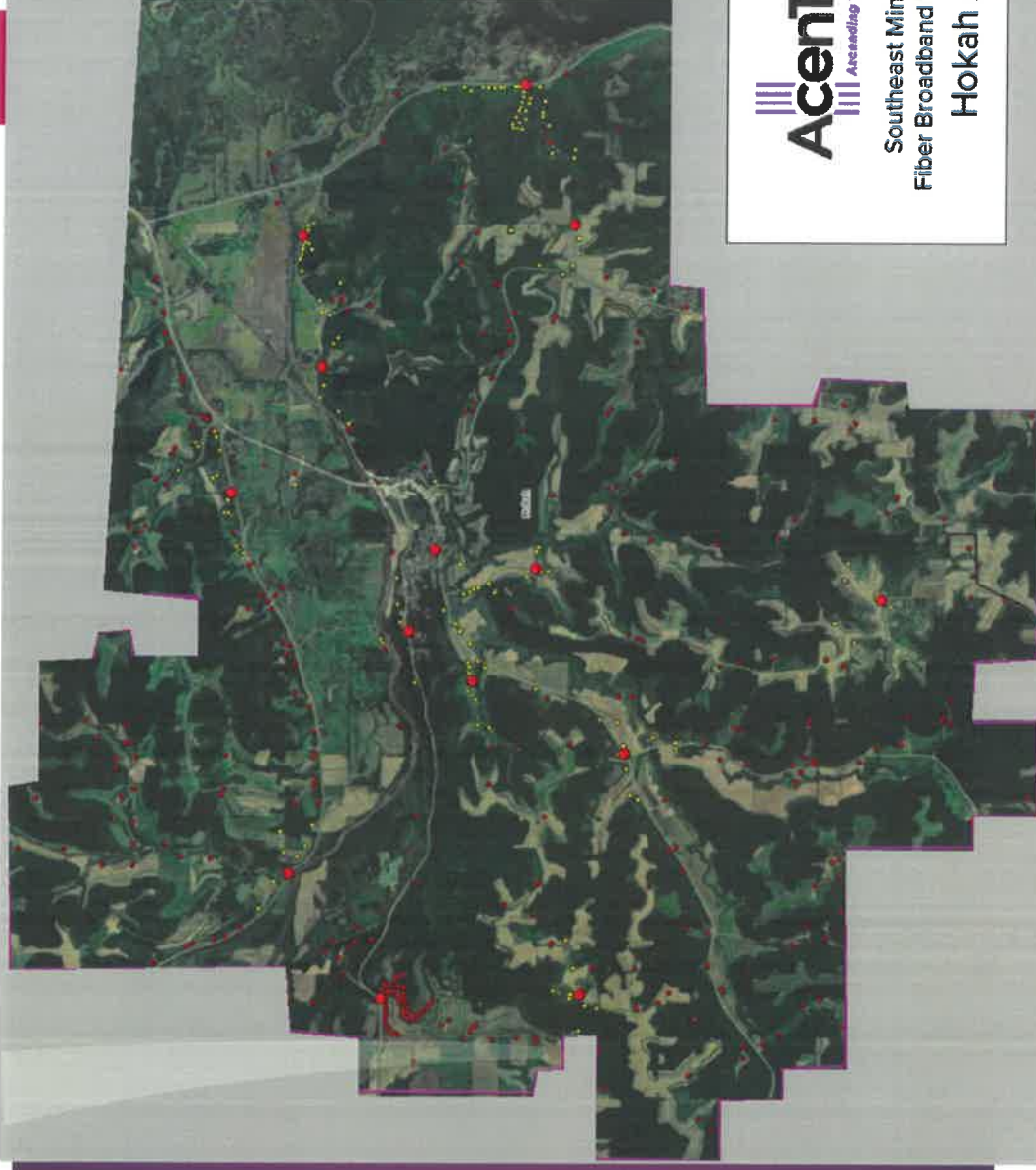
- BEAD (Broadband Equity Access and Deployment)
- 652 million dollars available in the MN BEAD Grant Program
- The Minnesota Department of Employment and Economic Development (DEED)'s final map of eligible locations, identifying **88,700 sites** classified as unserved and underserved.
- In Minnesota, an "unserved" area lacks broadband service at speeds of at least 25 Mbps download and 3 Mbps upload, while an "underserved" area has service at those speeds or higher, but below 100 Mbps download and 20 Mbps upload.



AcenTek Southeast MN FTTP Project

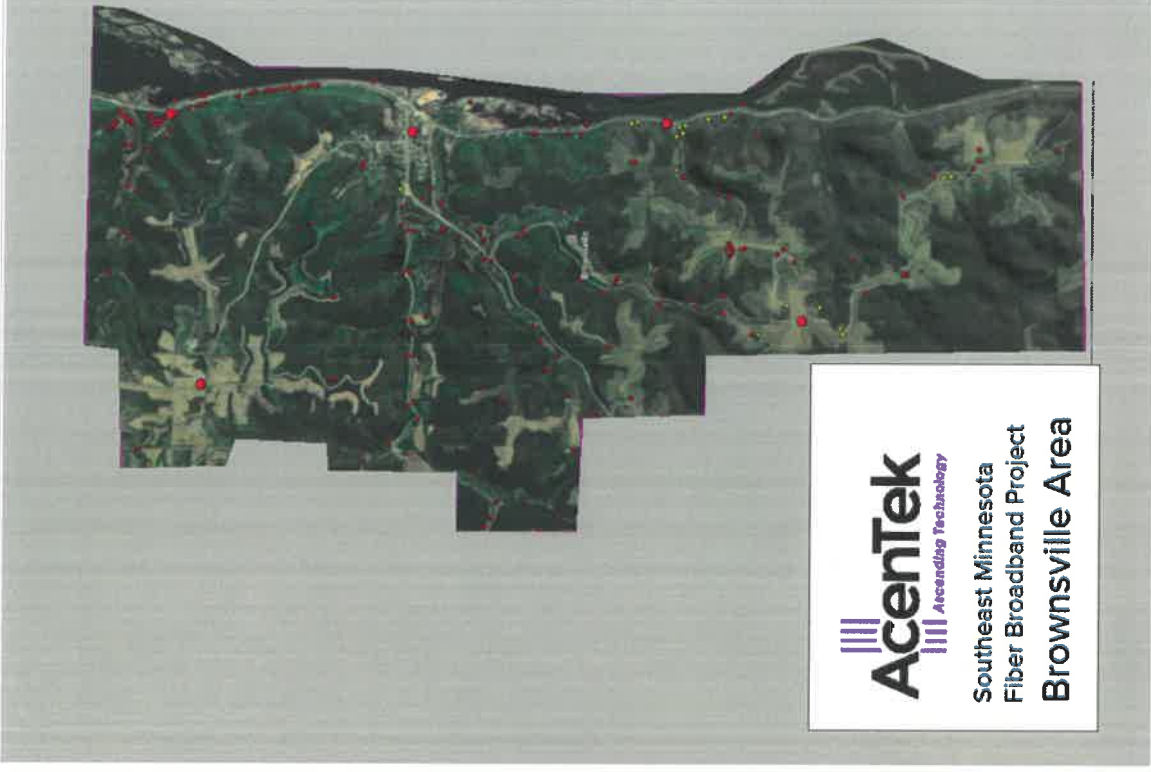
- 189 Locations within the rural Brownsville area
- 474 Locations within the rural Hokah area

Hokah Build Area



Southeast Minnesota
Fiber Broadband Project
Hokah Area

Brownsville Build Area





Project Timeline

- ▶ Grant application submission due 4/21/25
- ▶ Summer '25 – Grants Awarded (Some finalized up to October)
- ▶ Start of Construction – Summer of 2026
- ▶ Completion of Construction - 2028

AcenTek Request for Consideration



Letter of Support for Southeast MN Fiber Project

Thank You





HOUSTON COUNTY

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

Commissioners:
District 1
Cindy Wright
District 2
Eric Johnson
District 3
Kurt Zehnder
District 4
Bob Schuldt
District 5
Greg Myhre

April 15, 2025

To: Minnesota Broadband Equity, Access and Deployment Program

From: Houston County Board of Commissioners

RE: Letter of Support for AcenTek's Minnesota BEAD Grant Application

Dear Minnesota Office of Broadband Development:

On behalf of the Houston County Board of Commissioners, we are pleased to provide this letter of support on behalf of Houston County for AcenTek's application to the Minnesota BEAD grant program for their project in southeast Minnesota. We are confident in their capabilities of enhancing broadband services within their proposed southeast Minnesota project area. AcenTek has an impressive history of providing high speed broadband services to many other rural communities, along with a strong reputation for customer service and community commitment.

Currently, many areas of southeastern Minnesota are considered unserved or underserved in relation to broadband services. Having robust, reliable broadband connections available throughout our County would enhance our ability to offer quality employment, healthcare services, educational opportunities and a better quality of life for our residents.

With funding assistance from the Minnesota BEAD Grant program, AcenTek's proposed expansion will enable our residents to overcome their current obstacles. Once Houston County has universal, high-speed broadband, our work will be more effective for economic growth, education, and health and safety.

Sincerely,

Eric Johnson, Houston County Board Chairperson

BEAD Application - Houston County (MiEnergy)

Brian Krambeer <bkramber@mienergy.coop>

Mon 4/7/2025 4:23 PM

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

Cc: jill@harmonytel.com <jill@harmonytel.com>;

*** 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 Allison

MiEnergy & MiBroadband are requesting a letter of support from Houston County on a broadband grant. I spoke with Chairman Eric Johnson, and he provided your contract information. We are continuing our quest to extend broadband to our MiEnergy members that do not have broadband. We are now making application under the BEAD program – Broadband Access & Deployment Program. Application deadline is April 21, 2025 – therefore if you could get us a letter of support by the end of next week that would be great.

In Houston County we are looking at our application and are focusing on the CentryTel territory that is the center of Houston County – North, south and east of the City of Caledonia.



Any support you can communicate in letter of support would be great. I think mentioning that we are a local utility and a cooperative that supports the growth and success of the county would be helpful.

Jill can add any additional thoughts that can be included in your letter of support. (Jill is the CEO of MiBroadband, MiEnergy's partnership with Spring Grove Communications and Mabel Cooperative Telephone)

It's greatly appreciated. If you have questions, please feel to give me a call at 507.429.9146. (cell)

Thx
Brian



Brian Krambeer | President & CEO

Phone: 800.432.2285 Direct Line: 507.864.9201

Minnesota, Iowa. My electricity. My cooperative. MiEnergy Cooperative.

WEBSITE | FACEBOOK | TWITTER | YOUTUBE | INSTAGRAM

This institution is an equal opportunity provider and employer.



HOUSTON COUNTY

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

Commissioners:
District 1
Cindy Wright
District 2
Eric Johnson
District 3
Kurt Zehnder
District 4
Bob Schuldt
District 5
Greg Myhre

April 15, 2025

Re: Support for MiEnergy/MiBroadband Application for the BEAD Grant Program

On behalf of the Houston County Board of Commissioners we are writing in support of MiEnergy and MiBroadband's application for the BEAD broadband grant program, which aims to fund their project in southeastern Minnesota. We appreciate the commitment that MiEnergy and MiBroadband have to our Houston County communities and residents.

In today's world, a reliable broadband connection is essential for businesses, agriculture, healthcare, education, recreation, and homes. In our local communities, a strong broadband connection can significantly enhance our quality of life, improve efficiency, and help achieve operational goals. Access to solid broadband services in our area would have a positive impact, as many things we need and want depend on a dependable broadband connection.

Currently, many areas of southeastern Minnesota are either unserved or underserved regarding broadband services. It is crucial for us to have access to fiber-optic broadband in our rural communities in Houston County so that we can operate effectively now and in the future.

Thank you for considering this project and for your commitment to providing high-quality broadband services.

Sincerely,

Eric Johnson, Houston County Board Chairperson

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: **8-Apr-25**

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval/Denial of the following: 1) Run a Level I Home Occupation consisting of cosmetic tattooing in La Crescent Township. (PC meeting was on 3-27-2025.)

Justification:

Action Requested:

Final Approval by the County Board. (Agenda, Hearing Notice, Findings and Staff Report is attached.)

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

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

**HOUSTON COUNTY
PLANNING COMMISSION
Thursday, March 27, 2025**

*Hearings are in the Houston County Commissioner's Room.
Please enter through the west entrance. Doors will open at 4:45 pm.*

PLANNING COMMISSION

Approve Minutes for February 27, 2025.

INTERIM USE HEARING:

5:00 pm *Allison Murdoch – La Crescent Township*
Run a Level I Home Occupation consisting of cosmetic tattooing
(Section 14-14.4, Subdivision 1, Subsection 4)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE:

That an application has been made by Allison Murdoch, W8206 Dutton Dr, Onalaska, WI 54650 for an Interim Use Permit to run a Level I Home Occupation consisting of cosmetic tattooing (Section 14 – 14.4 Interim Uses, Subdivision 1, Subsection 4) in La Crescent Township on the following premises, to-wit:

PT NW1/4 SE ¼, Section 6, Township 104, Range 4, Houston County, Minnesota
(Parcel# 08.0073.000).

Said applicant standing and making application is as holder and owner of an enforceable option to purchase full interest in said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 5:00 p.m. on Thursday, March 27, 2025.

All persons having an interest in the matter may attend the hearing or submit comments relative to the granting or denying of said application. Comments should be mailed to the Environmental Services Dept., 304 South Marshall Street – Room 209, Caledonia, MN 55921, or emailed to amelia.meiners@co.houston.mn.us, and must be received by Tuesday, March 18, 2025 to be included for review prior to the hearing. All comments are considered public record.

HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners
Zoning Administrator

ADV: March 12, 2025

08.0080.001
VON ARX, JACK A

08.0058.000
VON ARX, JACK A

08.0072.000
WOOD, SIERRA M

08.0069.000
AREDS, JAMES
A & LYNN A

08.0070.000
LEHRKE,
MARC R

08.0073.000
WOOD, SIERRA M

08.0071.000
NELSON,
ANDREW J

08.0065.000
LEHRKE,
MARC R

08.0078.000
PROSPECT HILL-TOLEDO
CEMETERY

N PINE CREEK RD

08.0064.000
WETCHEN,
GARRY J

UNK
MOLDENHAUER,
EDWARD & REBECCA

08.0074.000
BOOKS, LEE M

08.0067.000
HAMMES, AUGUST
B & WENDY S

08.0076.001
LA CRESCENT,
CITY OF

08.0075.000
MOLDENHAUER,
EDWARD & REBECCA

08.0063.000
MOLDENHAUER,
EDWARD & REBECCA

CRITERIA FOR GRANTING INTERIM USE PERMITS

NAME OF APPLICANT: Allison Murdoch DATE: March 27, 2025

I.U.P REQUESTED: Run a Level I Home Occupation consisting of cosmetic tattooing.

The Planning Commission shall not recommend an interim use permit unless they find the following:

FINDINGS OF FACT

Section 11.05 of the Houston County Zoning Ordinance requires the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The intent of a home-based business is to allow work secondary to the use of a residence. This is a single-family dwelling in the agriculture protection district that existed prior to zoning which is in conformance with the County Land Use Plan.

Board agreed to the finding by a unanimous vote.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: The applicant currently operates out of the Village Creek Shopping Center and is looking to purchase this home which has a separate living space that can accommodate the business. The goal has been to find a location that is handicap accessible and that opportunity exists at this location.

Board agreed to the finding by a unanimous vote.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: The applicant identifies that wastewater will not differ from typical single-family residences.

Board agreed to the finding by a unanimous vote.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: N/A

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: N/A

6. That potential pollution hazards have been addressed and that standards have been met.

Staff Analysis: This business does not utilize chemicals or products that should be contained separately from other wastes in terms of septic and all biohazardous materials will be collected and disposed of properly.

Board agreed to the finding by a unanimous vote.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: This is an existing single-family dwelling and the primary use will not be changing. The home occupation will not require additional utilities than what currently exists.

Board agreed to the finding by a unanimous vote.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: The applicant feels there is enough area for four customers to park. Since she will be working alone, there will only be one scheduled appointment at a time and therefore there may only ever be two customers overlapping.

Board agreed to the finding by a unanimous vote.

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: The applicant has identified there are four spaces for customers within the existing driveway and on average there will be one to two customers per day and at any one time.

Board agreed to the finding by a unanimous vote.

10. That the Interim Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: Appointments will primarily be scheduled Monday through Friday. Neighbors will likely not notice an increase with one to five customers per day in and out of this location when considering the traffic to Pine Creek Golf Course daily.

Board agreed to the finding by a unanimous vote.

11. That the establishment of the Interim Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: Except for the golf course, which is operated by the City of La Crescent, most adjacent properties are rural residential in nature and have either just a single-family dwelling or a dwelling and small outbuilding. This proposal should not impact these existing uses and will not impact development on surrounding properties more than the primary use. This interim use will be tied to the landowner and permits will be null if that requirement is no longer met.

Board agreed to the finding by a unanimous vote.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: The applicant has identified that this business does not generate offensive odor, fumes, dust, noise or vibrations and therefore there should be no nuisance. Home occupations are prohibited from having lighted signs and are limited to minimal signage.

Board agreed to the finding by a unanimous vote.

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: N/A

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: The commercial activity taking place on this property will be less intense than the neighboring golf course. Even if there were five customers each day, which has been identified as the busiest, that would still generate substantially less traffic than the golf course.

Board agreed to the finding by a unanimous vote.

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: All biohazard waste will be collected and disposed of properly and beyond that this proposal will not result in any increased risk or impact to public health, safety, morals or general welfare.

Board agreed to the finding by a unanimous vote.

Josh Gran made a motion to accept the findings as presented. John Glasspoole seconded. All were in favor. Motion carried.

Eric Johnson made a motion to recommend the Houston County Board approve an interim use permit for a Level I home-based occupation to operate a cosmetic tattoo salon in the agriculture protection district with the following conditions in La Crescent Township:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The permit shall expire if it is not renewed at or near five-year intervals. The permit shall expire at such time that Allison Murdoch no longer owns AND maintains homestead status on the property described in the application (currently PID 08.0073.000).
4. The maximum number of employees working onsite shall not exceed two at any one time.
5. No customer parking is allowed on shared portions of the driveway.

Josh Gran seconded. All were in favor. Motion carried.

The application, with the conditions, will be presented to the Houston County Board of Commissioners for final action.



HOUSTON COUNTY ENVIRONMENTAL SERVICES

Solid Waste • Recycling • Zoning
304 South Marshall Street - Room 209, Caledonia, MN 55921
Phone: (507) 725-5800 • Fax: (507) 725-5590



STAFF REPORT 3/18/2025

Application Date: 3/3/2025
Hearing Date: 3/27/2025
Petitioner: Allison Murdoch
Reviewer: Amelia Meiners
Zoning: Ag Protection
Address: 3430 N Pine Creek Rd
Township: La Crescent
Parcel Number: 080073000
Submitted Materials: IUP Application, Business Plan

OVERVIEW

REQUEST

The applicant is seeking an interim use permit for a Level I home-based occupation to operate a cosmetic tattoo salon in the agriculture protection district.

SUMMARY OF NOTEWORTHY TOPICS

Cosmetic tattooing, also known as permanent makeup, involves depositing pigment into the dermal layer to enhance features such as eyebrows, eyes and lips. A business plan is attached to the interim use application, but additional information on her business can be found at: snowdropink.com. The business plan identifies the following as services: microblading, powder brows, combo brows, top and bottom eyeliner, pigment removal, lip blushing, inkless stretch mark revision, facial threading and beauty marks. Appointments range from 20 minutes to four hours with most falling in the two-to-four-hour range. On average there are one to two clients per day and the busiest days may have as many as five.

This proposal will be similar to other home occupations permitted in the County. Previously permitted home based businesses include a hair salon, beauty shop, massage parlor, bridal accessory sales, craft business, woodworking studio, gun shop, taxidermy, law office and antique business. The ordinance does have a specific set of parameters for home occupations and differentiates between Level I and Level II based on number of employees and square footage of workspace. This proposal is for a Level I business and those requirements are included below.

Here are relevant sections of the Houston County Zoning Ordinance:

Home Occupation. Any occupation or profession which is clearly secondary to the main use of the premises as the owner's dwelling place and which meets the standards set forth in ~~Part 2803~~ [Section 29.3].

14.4 INTERIM USES.

Subdivision 1. Interim Uses. In the Agricultural Protection District, the following uses may be allowed only after obtaining an Interim Use Permit in accordance with the provisions of this Ordinance.

(4) Level I and Level II Home Occupations as regulated in Section 29.

29.3 HOME OCCUPATIONS

Subdivision 1. Purpose. The purpose of this classification is to prevent competition with business districts, protect the natural resources of the County, and provide a means through the establishment of specific standards and procedures by which home occupations can be conducted without jeopardizing the health, safety and general welfare of surrounding uses. The establishment and continuance of home occupations as accessory uses shall be interim permitted if the following requirements and conditions are satisfied.

Subdivision 2. Level I Home Occupations. Level I home occupations shall comply with the following:

- (1) Level I home occupations shall be conducted entirely within the dwelling, carried on by the inhabitants thereof with no more than one (1) outside employee.*
- (2) Such use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character thereof.*
- (3) The Level I home occupations shall not exceed five hundred (500) square feet of floor space.*
- (4) Accessory buildings and/or attached garages can be used as part of the home occupation as long as the structure is not specifically dedicated for the occupation and occupies less than thirty (30) per cent of the total structure and is incidental and secondary to the use of the principal residential structure on the property.*
- (5) Such home occupation shall not require internal or external alterations or involve construction features not customarily found in dwellings.*
- (6) There shall be no exterior display storage of equipment and materials.*
- (7) Allowable signage shall be limited to one sign, one and one-half (1 ½) square foot, non-illuminated, and attached to the dwelling.*
- (8) There shall be no indication of offensive noise, vibration, smoke, dust, odors, heat or glare at or beyond the property line.*
- (9) The hours of operation may be determined by the Planning Commission.*
- (10) A Level I home occupation shall not include the repair of internal combustion engines (other than small engine repair), body shops, machine shops, welding, ammunition, manufacturing, or any other objectionable uses as determined by the Zoning Administrator. Machine shops are defined as places where raw metal is fabricated, using machines that require more than one hundred ten (110) volts.*
- (11) In the case of a Level I home occupation, only one vehicle shall be allowed which is associated with the home occupation. Such vehicles shall be parked off-street and upon the lot on which the home occupation is operated.*

TOWNSHIP AND NEIGHBORHOOD COMMENTS

Notice was sent to La Crescent Township and the ten closest property owners and no comments were received.

SITE CHARACTERISTICS

This site is actually two parcels for a total of eight acres in the agriculture protection district of La Crescent Township, although the area more resembles a subdivision. All of the surrounding properties within a quarter mile are zoned agriculture protection. The property is approximately 70-feet from the boundary of Pine Creek Golf Course but is closer to a half mile from the club house.

The site shares a driveway entrance with an adjacent landowner, but the applicant states there is a garage to accommodate seven vehicles and believes there is room for four vehicles to park within their property.

Parking standards require a minimum of three spaces and staff calculate there are six available based on guidance in the ordinance.

EVALUATION

Section 11.05 of the Houston County Zoning Ordinance requires the following:

Subdivision 1. Findings. The Planning Commission shall not recommend a conditional use permit unless they find the following:

1. That the proposed use conforms to the County Land Use Plan.

Staff Analysis: The intent of a home-based business is to allow work secondary to the use of a residence. This is a single-family dwelling in the agriculture protection district that existed prior to zoning which is in conformance with the County Land Use Plan.

2. That the applicant demonstrates a need for the proposed use.

Staff Analysis: The applicant currently operates out of the Village Creek Shopping Center and is looking to purchase this home which has a separate living space that can accommodate the business. The goal has been to find a location that is handicap accessible and that opportunity exists at this location.

3. That the proposed use will not degrade the water quality of the County.

Staff Analysis: The applicant identifies that wastewater will not differ from typical single-family residences.

4. That the proposed use will not adversely increase the quantity of water runoff.

Staff Analysis: N/A

5. That soil conditions are adequate to accommodate the proposed use.

Staff Analysis: N/A

6. That potential pollution hazards have been addressed and that standards have been met.

Staff Analysis: This business does not utilize chemicals or products that should be contained separately from other wastes in terms of septic and all biohazardous materials will be collected and disposed of properly.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Staff Analysis: This is an existing single-family dwelling and the primary use will not be changing. The home occupation will not require additional utilities than what currently exists.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Staff Analysis: The applicant feels there is enough area for four customers to park. Since she will be working alone, there will only be one scheduled appointment at a time and therefore there may only ever be two customers overlapping.

9. That facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Staff Analysis: The applicant has identified there are four spaces for customers within the existing driveway and on average there will be one to two customers per day and at any one time.

10. That the Interim Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Staff Analysis: Appointments will primarily be scheduled between 9am and 3pm, Monday through Friday. Neighbors will likely not notice an increase with one to five customers per day in and out of this location when considering the traffic to Pine Creek Golf Course daily.

11. That the establishment of the Interim Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Staff Analysis: Except for the golf course, which is operated by the City of La Crescent, most adjacent properties are rural residential in nature and have either just a single-family dwelling or a dwelling and small outbuilding. This proposal should not impact these existing uses and will not impact development on surrounding properties more than the primary use. This interim use will be tied to the landowner and permits will be null if that requirement is no longer met.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Staff Analysis: The applicant has identified that this business does not generate offensive odor, fumes, dust, noise or vibrations and therefore there should be no nuisance. Home occupations are prohibited from having lighted signs and are limited to minimal signage.

13. That the density of any proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning District.

Staff Analysis: N/A

14. That the intensity of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable Zoning District.

Staff Analysis: The commercial activity taking place on this property will be less intense than the neighboring golf course. Even if there were five customers each day, which has been identified as the busiest, that would still generate substantially less traffic than the golf course.

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Staff Analysis: All biohazard waste will be collected and disposed of properly and beyond that this proposal will not result in any increased risk or impact to public health, safety, morals or general welfare.

RECOMMENDATION

The Planning Commission must consider the criteria above. Should the permit be granted, staff recommend requiring the following conditions:

1. The Permittee shall comply with all federal, state, and local laws and regulations.
2. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The permit shall expire if it is not renewed at or near five-year intervals. The permit shall expire at such time that Allison Murdoch no longer owns AND maintains homestead status on the property described in the application (currently PID 08.0073.000).
4. The maximum number of employees working onsite shall not exceed two at any one time.
5. No customer parking is allowed on shared portions of the driveway.
6. *Appointments shall be scheduled primarily within the hours of 8AM to 4PM, Monday through Saturday. Occasional deviations may exist, but if the regular hours of operation change dramatically then the permit holder should request administrative approval from the Zoning Office. If staff feel it's necessary, an amendment to the Interim Use Permit may be required.*

Submitted by Applicant

Interim Use Request
2025-IUP-382354
Applicant
Allison Murdoch
Amount Paid
\$0.00
Created
February 28, 2025

Number
2025-IUP-
382354

MURDOCH, ALLISON |
080073000 | La Crescent |
Submitted by
Snowdropink.pmu@gmail.com
on 2/28/2025



Applicant

Allison Murdoch

2084195913

Snowdropink.pmu@gmail.com

Search Parcel Data Completed On Friday, February 28, 2025 at 9:26 AM CST by AmeliaM

ParcelID	Address	City	OwnerName	Acres
080073000	3430 PINE CREEK RD N	LA CRESCENT	WOOD,SIERRA M	1.000

INTERIM USE INTRO Completed On Friday, February 28, 2025 at 9:26 AM CST by AmeliaM

An Interim Use is a land use or development that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that specific criteria are met, as outlined in Section 7.7 of the ordinance. Interim use permits must specify a termination event or date, and are nontransferable.

When submitting an application, the information requested in this form is required. You may be asked to provide additional information as deemed necessary by the Zoning Office, the Planning Commission, or the County Board.

A non-refundable application fee and recording fee are required before an application is considered complete.

Prior to completing this form, a pre-application meeting with County Zoning is strongly recommended.

Application Fee:

Interim Use Application Fee

\$700.00

Recording Fee:

Recording Fee

\$46.00

Application Type:

Interim Use

APPLICANT INFORMATION Completed On Friday, February 28, 2025 at 9:27 AM CST by AmeliaM

Applicant Name

MURDOCH, ALLISON

Telephone Number

208-419-5913

Submitted by Applicant

Address

W8206 Dutton Drive

City

Onalaska

Zip

54650

Parcel Tax ID

080073000

Legal Description

PT NW1/4 SE1/4 DOC #205850

Section-Township-Range

06-104-004

Do you own additional adjacent parcels

No

Township of:

La Crescent

Applicants are required to inform township boards of their application Please reference the table below and contact the official for your township.

I understand I am required to inform my township of my application.

Yes

Township Contacts

TOWNSHIP	NAME	PHONE
Black Hammer	Clayton Johnson	507-450-6384
Brownsville	Christine Novak	507-459-0636
Caledonia	Judith Massman	507-458-3294
Crooked Creek	David Winnes	507-542-4515
Hokah	Delayne Vogel	608-397-6516
Houston	John Beckman	507-429-1745
Jefferson	Anne Falken	320-493-8629
La Crescent	Jason Wieser	507-429-0133
Mayville	Erin Hammell	608-225-1830
Money Creek	Adam Florin	608-797-2515
Mound Prairie	Colleen Tracy	507-459-3573
Sheldon	Wayne Runnigen	507-450-0065

Submitted by Applicant

Spring Grove	Mike Wiste	507-450-4638
Union	Craig Frederick	608-769-9541
Wilmington	Melissa Schroeder	608-780-3998
Winnebago	Luke King	507-725-8816
Winnebago	Joyce Staggemeyer	507-542-4637
Yucatan	Deb Dewey	507-896-3566

INTERIM USE REQUEST Completed On Friday, February 28, 2025 at 9:29 AM CST by AmeliaM

[Click here to view the Houston County Zoning Ordinance](#)

Describe in detail your request.

I currently own a business in La Crosse Wisconsin called Snowdrop Ink. I'm a registered nurse with a bachelors degree and I offer cosmetic tattooing and permanently welded jewelry. We put in an offer on a home in Houston county (La Crescent) and the offer was accepted. It has a separate living space in the home that I would like to use as my business workspace. There would be minimal to no modifications needed. All of my services are by appointment only and there is typically one client in my space at a time. I wouldn't have any vehicles, other than my personal vehicle. I would not be putting anything down the drain other than hand soap. All of my supplies are disposed of via garbage or biohazard waste (sharps containers). My business hours are typically weekdays from 9-3. I've read through the statutes many times and believe that my business would fall in the realm of meeting the criteria to work from home.

Citation of Ordinance Section from which the Interim Use is requested:

14.4 subdivision 1 (4)

Requested Dimension:

Operate a Level I Home Occupation

Please upload any supporting documents:

INTERIM USE FINDING OF FACTS Completed On Friday, February 28, 2025 at 10:25 AM CST by AmeliaM

[Click here to view the Houston County Zoning Ordinance](#)

Findings Required:

The Planning Commission shall not recommend an Interim Use Permit unless they find that the requirements below are satisfied. As the applicant, it is your responsibility to demonstrate that your proposal satisfies these requirements. For each of the 15 criteria, please select the appropriate response and provide a detailed explanation.

1. That the proposed use conforms to the County Land Use Plan.

Yes

Comments:

The home would not need any modifications to allow me to work from home. The land will remain used, personally, as it has been for years and as it has been intended to be used. A certain part of the inside of the home would be designated for work space. No natural resources (water or land) would be altered or changed.

2. That the applicant demonstrates a need for the proposed use.

Yes

Comments:

Submitted by Applicant

I have been running this business for almost 4 years. This business is what supports me and my children. I'm currently renting in La crosse and I've been looking for a handicap accessible space to move my business into for quite some time and have been unable to find one that fits my needs. This home would create a handicap accessible work space to allow people in our community to have access to cosmetic tattooing. Its a need our area has in order to be inclusive.

3. That the proposed use will not degrade the water quality of the County.

Yes

Comments:

The only things that goes down my drain in my workspace is hand soap. All other supplies get disposed of via garbage, biohazard waste and/or sharps containers.

4. That the proposed use will not adversely increase the quantity of water runoff.

Yes

Comments:

I wash my hands frequently, or use hand sanitizer, while working. The water would not increase much more then any other household.

5. That soil conditions are adequate to accommodate the proposed use.

Yes

Comments:

My business would be solely inside and has no impact on the soil. The condition of the soil have zero impact on my business.

6. That potential pollution hazards have been addressed and standards have been met.

Yes

Comments:

Due to my business being solely inside, and the nature of my business, pollution hazard would not be impacted.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Yes

Comments:

The utilities required to run my business are the same as the utilities required to live in a standard home. The parking area at the home is plenty big enough to meet my needs without impacting any neighbors. We would not be blocking any other driveways and there would be no reason for anyone to need to park on the street.

8. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Yes

Comments:

The parking situational at this home is wide enough for four cars to park side by side in the my personal driveway. Seeing as all of my services are all by appointment only and I ever have maybe 2 clients there in passing...4 parking spaces I plent to meet my needs and keep everyone off of the street and out of the way.

9. That adequate facilities are provided to eliminate any traffic congestion or traffic hazard which may result from the proposed use.

Yes

Comments:

All of my services are by appointment only. This means that I have one client at a time, possibly 2 as they overlap. My business will stimulate barely any additional traffic and seeing as this home is next to the golf course, there will be much more traffic stimulated by the surrounding businesses than my own.

10. That the Interim use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

Yes

Comments:

My business will take place solely inside my home. He anything, my business will create a better experience for people around me because I'm going to have to be meticulous about lawn care and snow removal. I will have a small sign by my door but other then that the Homs around me will not see any other evidence of my business since it's all inside the home and nothing on the outside of the home will be modified.

11. That the establishment of the Interim Use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.

Yes

Comments:

No alterations or modifications to the home, land or surrounding areas will be made.

12. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

Yes

Comments:

Again, my business will take place solely inside the home. I do intend to put one saint on the home but it will not have any lights on it and it will be tasteful and appropriate. All the other annoyances listed (fumes, vibrations) don't pertain to the devices I offer. However, I will found my way to ensure that my business does not cause a problem or irritate anyone around me.

13. That the density of any proposed residential development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district

Submitted by Applicant

Yes

Comments:

My business does not require any residential development. I picked this home specifically because it's already designed in a way that I can have a work space, separate from my living space, without any need for modification.

14. That the density of any proposed commercial or industrial development is not greater than the intensity of the surrounding uses or not greater than the intensity characteristic of the applicable zoning district.

Yes

Comments:

No commercial or industrial development required.

15. That site specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare.

Yes

Comments:

I'm a nurse. Safety and public health are my top priority.

SITE PLAN INFORMATION Completed On Friday, February 28, 2025 at 10:26 AM CST by AmeliaM

A site plan **MUST** accompany all Applications. You can either hand draw your site plan and submit it via scanning and attaching the document, or by using the interactive map below.

Upload Site Plan

Use the Interactive Map to a Create Site Plan. Map tools: Click the plus and minus buttons in the upper left of the map window, to zoom in/out. Navigation Mode - Scroll up to zoom in, scroll down to zoom out. Click and hold to pan around map. Text Mode - To place text on the map, click on the "Add Text" tool, click the place on the map where you would like the text to be displayed, then enter the text in the box that appears at the top of the screen, click ok to display the text on the map. Draw a point - Click once on the map where you would like the point to be. Draw a Line - Click once on map to start drawing a line, double click to stop drawing line. Draw a Polyline - Click once on map to start drawing a polygon, click map at each vertex and double click to finish polygon drawing. Draw a Rectangle - Click once on the map where you would like the rectangle to be. The rectangle will appear on the map. Click on the Select tool and click on the rectangle to resize (click an outside square and drag to resize), rotate (click, hold and drag the circle on top of the rectangle to rotate) or delete (click the rectangle and hit the delete button). Measure - Click once on map to start draw a line with a measurement, click map at each vertex and double click to finish drawing. If you double click near starting point area measurement will also be calculated. Undo Last Edit - Click tool to undo last drawing edit. Undo All Edits - Click tool to undo all drawing edits.

👁 Sketch Layer

👁 Reference Layer

▶ 👁 Mapproxy

+

-



Powered by Esri

APPLICATION SUBMITTAL Completed On Friday, February 28, 2025 at 4:10 PM CST by Snowdropink.pmu@gmail.com

By checking this box, I grant Houston County access to my property for the purpose of evaluating this application.

Yes

By checking this box, I certified that I have notified my town board of my application.

Yes

By checking this box, I certify that the information provided in this application is true and accurate to the best of my knowledge.

Yes

Signature

Date Signed:

2/28/2025

Check this box if Staff Signature on behalf of Applicant.

No

Email APPLICATION SUBMITTAL Completed On Friday, February 28, 2025 at 4:10 PM CST by Snowdropink.pmu@gmail.com

RESEND EMAIL

Delivered on Friday, February 28, 2025 at 4:10 PM CST

Options

Send to the applicant? Yes

Send to members of the following roles:

Zoning

Recipients

To:

Submitted by Applicant

jeremy.burt@co.houston.mn.us
holly.felten@co.houston.mn.us
amelia.melners@co.houston.mn.us
snowdropink.pmu@gmail.com

Subject: Parcel 080073000 Interim Use Application Received

The Information provided in your Interim Use application has been received by the County. An application fee of \$700.00 payable to the Houston County Treasurer and a recording fee of \$46.00 payable to the Houston County Recorder are necessary to complete your application and are required before the application will be reviewed. Please send a separate check for each.

Houston County Planning and Zoning

304 S. Marshall Street, Room 209

Caledonia, MN 55921

Once payment is received your application will be reviewed and you will be contacted by staff.

Please call 507-725-5800 or email amelia.melners@co.houston.mn.us with any questions or concerns.

Number: 2025-IUP-382354
Workflow: Interim Use Request
Description: MURDOCH, ALLISON | 080073000 | La Crescent |
Created On: 2/28/2025

[View Application](#)

External Notes

Documents

Internal Notes

Documents

Submitted by Applicant

From: [Allison Murdoch](#)
To: [Amelia Meiners](#)
Subject: Re: Follow up questions
Date: Wednesday, March 5, 2025 5:59:12 PM
Attachments: [IMG_6903.png](#)

*** 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.

5:58

18



----- Forwarded message -----

--

From: Sierra Manley

<sierramanley99@yahoo.com>

Date: Tue, Feb 25, 2025 at 5:09 PM

Subject: Permission

To: <Jwilson@ghrealtors.com>

"We, Sierra and Colt Manley, are the current owners of [3430 N Pine Creek](#) in La Crescent, MN. We have accepted an offer on this property

with a closing date of 5/9/25. We have given Allison Murdoch and Kevin Doyle permission to complete an application for this property for their interim use."

Sent from Yahoo Mail for iPhone

Yes, I approve.

Here you go.

← Reply

→ Forward



On Wed, Mar 5, 2025 at 5:47 PM Amelia Meiners <amelia.meiners@co.houston.mn.us> wrote:

Allison,

I reviewed your application and just have a couple follow up items:

1. Were you able to get authorization from the landowner to make the application? They are welcome to reach out directly to me as well.
2. The following restrictions are placed on Level I home occupations and I just want to verify that you are aware of and OK with that fact before moving forward:
 - a. They are restricted to 500 sf of floor space. I would interpret this as the floor area open to customers while providing your service.
 - b. Signage is limited to one sign, one and one-half square foot, non-illuminated and

Submitted by Applicant

attached to the dwelling.

c. No more than one outside employee.

3. Your website is very helpful and meets what I'm looking for in a business plan, but I'd like that information in a document so it can be included in the permanent record. Can you take the information that's on your website and put it into a document to be included with your application?

If you could get me a response on 1 and 2 as soon as possible I'd appreciate it, but the business plan I do not need immediately. If you could have that submitted by the 18th that would be sufficient.

Thanks!

Amelia Meiners

Environmental Services Director

Houston County Environmental Services

[304 S. Marshall St., Room 209](#)

[Caledonia, MN 55921](#)

(507) 725-5800 (office)

(507) 500-1909 (cell)

Submitted by Applicant

Snowdrop Ink Business Plan

Hi, my name is Allison Murdoch. I am the owner of Snowdrop Ink in La Crosse, WI. I have a bachelor's degree in nursing and have been doing cosmetic and paramedical tattooing since May of 2021. The current space that I am renting is in the Village Shopping Center and has an extensive flight of stairs which can be difficult to manage for some of my older clients. I have been looking to relocate my business for quite some time and have really been struggling to find a handicap accessible space. My husband and I are purchasing a home in La Crescent, MN that meets the requirements for me to work from home. I am currently seeking approval to get the home zoned appropriately for me to work from home.

As mentioned above, I have a Bachelor's Degree in Nursing which was obtained from Brigham Young University in Rexburg, Idaho. I also have extensive training in various different permanent cosmetic procedures, most of which have been obtained through Beauty Angels Academy. Beauty Angels Academy provides training that is not just based on participation; rather, it is quality of work based. I have flown to Washington state as well as New Jersey for various training sessions. I am Blood Borne Pathogen certified and have years of experience working with blood and open skin.

The services I currently offer are: Microblading, Powder Brows, Combo Brows, Top and Bottom Eyeliner, Pigment Removal, Lip Blushing, Inkless Stretch Mark Revision, Facial Threading, and Beauty Marks. I'll provide a short description of each service below. All of this information can be found on my website as well:

www.snowdropink.com

Microblading: A semi-permanent eyebrow enhancement technique that uses fine needles to deposit pigment into the skin, creating natural-looking fuller eyebrows that last for an extended period.

Powder Brows: also known as ombre or shading brows, are a semi-permanent technique that involves depositing pigment into the skin using a stippling method, resulting in a soft, powdered makeup look.

Combo Brows: also known as hybrid brows, are a semi-permanent eyebrow technique that combines microblading and powder shading. It involves creating hair-like strokes with microblading and filling in the rest of the brow with a soft powdered effect.

Top and Bottom Eyeliner: A cosmetic product and technique used to define and enhance the appearance of the eyes. It involves applying a line of color along the upper and/or lower lash line to create various looks from subtle definition to bold and dramatic.

Submitted by Applicant

Pigment Removal: A process that uses various methods to fade or remove unwanted, permanent makeup. Techniques such as laser, saline and/or non-laser tattoo removal are used to break down and eliminate pigments from the skin.

Lip Blushing: A semi-permanent cosmetic procedure that involves depositing pigments into the lips to enhance their natural color and shape. It creates a soft, natural-looking tint and can also improve the appearance of lip symmetry and fullness.

Inkless Stretch Mark Revision: A method of treating the stretch mark scars with a vitamin serum prior to, or perhaps instead of, camouflage tattooing. The vitamin serum is absorbed by the skin after needling with a rotary machine. Combined with needling, the serum uses the body's natural healing response to make stretch marks less noticeable.

Facial Threading: A form of hair removal in which a piece of thread is twisted to wrap around, and ultimately pull out, the hair and follicle.

Beauty Mark: Pigment is implanted into the skin to mimic a natural beauty mark.

Permanent Jewelry: Jewelry that is custom fit and designed and permanently welded closed in place of a standard clasp.

I have three children who are all in school. Typically my working hours match school hours so that I can be home with them. My ideal work schedule is Monday-Friday 9am-3pm. I rarely work weekends or evenings. All of my services are by appointment so I rarely have more than one client in my studio at a time. Occasionally I might have a client that shows up early and is waiting in the waiting room. The home we are purchasing has 7 garages and ample parking space. When our realtor took us to see the home there were multiple other realtors showing it at the same time and parking wasn't an issue. 4 cars were easily parked right up to the main entrance. No one was parked on the street. I do not anticipate that there will ever be a time that any of my clients would need to park on the street. Due to the fact that my business is by appointment only, I do not envision my business increasing traffic on our street. Our home's across the street from the golf course. The golf course has multiple vehicles coming and going throughout the day, more than my business ever would.

My business will not be creating any harm to the wildlife or water supply. The home is already designed in a way that my business would be completely separate from the main living space. There will not be any external modifications made to the home or

Submitted by Applicant

land to accommodate me working from home. I do not rinse any chemicals down the drain. All of my equipment is disposable and discarded following biohazard guidelines.

I have very high standards for myself, my work and my business. For this reason I am going through all of the steps to ensure that I am legally and ethically able to work from home.

Read at hearing:

Amelia Meiners

From: Allison Murdoch <snowdropink.pmu@gmail.com>
Sent: Thursday, March 27, 2025 2:26 PM
To: Amelia Meiners
Subject: Re: Quick question

Hey sorry, maybe this is too late. But here is my piercing excerpt....

Piercings: I currently do not offer piercings but have recently had multiple people reach out inquiring about getting their young child's ears pierced at my location. There is a spot in La Crosse that does most of our local piercings but it is inside a big, busy tattoo shop. The parents that have reached out to me have voiced concerns about bringing their young children into a big, busy tattoo shop. Although my business technically does "tattooing" it doesn't fit the typical "tattoo shop" esthetic and would be more comfortable for young children. I do not plan on offering this service anytime soon but would like to add it to the zoning application so I have the option to add it in the future, if it feels fitting.

Thanks

On Wed, Mar 19, 2025 at 4:07 PM Amelia Meiners <amelia.meiners@co.houston.mn.us> wrote:

Yes, I think that's fine. If you could draft a quick paragraph with the request and a few details about the services and send it in a new email I can attach it to your application.

Amelia Meiners

Environmental Services Director

Houston County Environmental Services

304 S. Marshall St., Room 209

Caledonia, MN 55921

(507) 725-5800 (office)

(507) 500-1909 (cell)

Houston County Agenda Request Form

Date Submitted: April 7, 2025 Board Date: April 15, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2025-02 for aggregate stock piles.

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-02 Stockpile Quotes.

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

Justification:

We do this to have rock prices available at various quarries around the county for regular maintenance or in the case of a disaster or other event that would require additional rock.

Action Requested:

Board approval to accept all quotes.

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

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

Houston County Agenda Request Form

Date Submitted: April 7, 2025 Board Date: April 15, 2025

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2025-03 for equipment rental.

Attachments/Documentation for the Board's Review:

Abstract for CP 2025-03 Equipment Rental

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

Justification:

We do this to have equipment rental prices on file in case of a disaster or other event that would require us to rent additional equipment.

Action Requested:

Board approval to accept all quotes.

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

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

Houston County Agenda Request Form

Date Submitted: 4/9/2025

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

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

Issue:

Review and approve contract with SEMCAC for familiy homeless prevention services. Funding from the Minnesota Department of Revenue fully supports this contract.

Attachments/Documentation for the Board's Review:

Soft copy for review, Hard copy for signature.

Justification:

Action Requested:

Approve contract as presented.

For County Use Only

Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and Semcac, 204 South Elm Street, PO Box 549, Rushford, MN 55971, "Provider", enter into this Agreement for the term of January 1, 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.80; and

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

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

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

SERVICE DESCRIPTION

Transportation

- b. Purchased Services will be provided at Semcac, 204 South Elm Street, Rushford, MN 55971 or at other locations authorized by County.
2. **Cost and Delivery of Purchased Services:**
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

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

3. Eligibility for Services:

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

4. Delivery of Services:

Except as noted the Provider retains control over:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

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

b. Payment for Purchased Services:

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

6. Standards and Licenses:

Provider agrees to:

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

- i. Comply with Title VI of the Civil Rights Act of 1964, 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 Act 45 CFR Part 75, Subpart F.
 - ☐ As Specified by DHS/DCT, Mental Health Information System (MHSI) 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 Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us
- b. Provider: Bill Spitzer
Semcac Transportation Director

204 South Elm Street, PO Box 549
Rushford, MN 55975
bill.spitzer@semcac.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 Erlene Welshons.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality

assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

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

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 Public Health and 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:
 - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
 - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.
18. Conditions of the Parties' Obligations:
Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
19. Independent Contractor:
- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
 - b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
 - c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. Subcontracting and Assignment:

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

21. Modification of Agreement:

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

22. Default:

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

Provider in the making of this Agreement

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

- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

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

- 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
- 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
- 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
- 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:

- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
- 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.

g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
- 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
- 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
- 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

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

25. Damages:

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

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A-B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SEMCAC

BY: Jennifer Hengel DATED: 1/10/2025
Jennifer Hengel
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Chairperson

BY: John Zgier DATED: 1/10/2025
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: Dylan M. Bue DATED: 1-17-25
Houston County Attorney

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Transportation

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

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Volunteer Driver - Loaded Mile	NA	11	650	IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - MA Unloaded Miles	NA	11	650	1/2 IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - Rides within city limits that are less than 15 loaded miles	NA	11	650	\$8.00	Ride	Per Service Agreements
Volunteer Driver - Parking ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Meals ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Administration	NA	11	650	\$19.71	Ride	Per Service Agreements
Public Bus Service	NA	11	650	Fare Price	Ride	Per Service Agreements
Public Bus Service - Administration	NA	11	650	\$10.00	Ride	Per Service Agreements

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

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

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 Semcac ("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 Puleasa
Houston County Human Services Director
304 South Marshal Street
Caledonia, MN 55921
John.puleasa@co.houston.mn.us

B. If to Business Associate, to:

Attn: Bill Spitzer
Semcac
204 South Elm Street, PO Box 549
Rushford, MN 55971
bill.spitzer@semcac.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: Jennifer Hengel
Name: Jennifer Hengel
Title: Executive Director
Date: 1/16/2025

COUNTY OF HOUSTON

By: [Signature]
Name: John Ferguson
Title: Director
Date: 1/15/2025

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 15, 2025**

Date Submitted: April 8, 2025

By: Robert Thoen

The Brownsville Auxiliary Post 6801 has again donated \$100.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

Reviewed by:

☐ **HR Director**

☒ **Finance Director**

☐ **IS Director**

☐ **County Attorney**

☐ **Environmental Svcs**

☐ **County
Sheriff**

☐ **County
Engineer**

☐ **PHHS
Other
(indicate
dept)**

☒

VSO

Recommendation:

Decision:

Commissioner Warrants 2025/04/15

Lynn Colsch

Thu 4/10/2025 11:21 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>;

1 attachments (19 KB)

CLAIMS 2025-04-15.xlsx

REQUEST APPROVAL FOR PAYMENT

2025/04/15 COMMISSIONER'S WARRANTS:

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,361.14
ACENTEK	4,657.45
ADVANCED CORRECTIONAL HEALTHCARE	7,726.02
APPLIED CONCEPTS INC	3,435.00
BARCO PRODUCTS, LLC	4,543.89
BENJEGERDES MACHINE INC	23,550.04
BOLTON & MENK INC	9,580.00
CALEDONIA/CITY OF	12,674.14
CEDA	7,285.33
CELLMATE FOOD SOLUTIONS INC	2,475.40
COMPUTER FORENSIC SERVICES LLC	48,301.41
ENTERPRISE FM	12,885.46
HOUSTON COUNTY TREASURER	84,102.54
INTERSTATE BILLING SERVICES	3,383.98
KEN'S SERVICE CENTER LLC	3,000.00
MIDWEST MACHINERY CO	3,562.27
MINNESOTA ENERGY RESOURCES	7,185.16
MN STATE TREASURER	3,841.00
NORTH COUNTRY CHEVROLET GMC	52,906.20
RDO EQUIPMENT CO INC	56,469.76
REGENTS OF THE UNIVERSITY OF MINNE	37,500.00
RICHARD'S SANITATION LLC	21,313.96
SELCO	56,840.25
VISA	17,017.18
WEX BANK	10,138.46
WIEBKE TIRE CO	9,502.85
	<u>506,238.89</u>
55 VENDORS PAID LESS THAN \$2000.00	23,391.81
	<u>529,630.70</u>
PUBLIC HEALTH & HUMAN SERVICES	272,954.55
	<u>802,585.25</u>

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

Phone 507-725-5825

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Semcac**, 204 South Elm Street, PO Box 549, Rushford, MN 55971, "Provider", enter into this Agreement for the term of January 1, 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

Homeless Prevention Programming

- b. Purchased Services will be provided at Semcac, 138 East Main, Caledonia, MN 55921 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 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 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 Pogleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pogleasa@co.houston.mn.us
- b. Provider: Wendy Todd
Semcac

204 South Elm Street, PO Box 549
Rushford, MN 55975
wendy.todd@semcac.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 Wendy Todd.
- 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.

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

18. Conditions of the Parties' Obligations:

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

19. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. Subcontracting and Assignment:

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

21. Modification of Agreement:

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

22. Default:

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

Provider in the making of this Agreement
2) Failing to perform any other material provision of this Agreement.

- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

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

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

24. Contract Rights, Remedies, and Waiver:

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

25. Damages:

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

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A-B and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

SEMCAC

BY: Jennifer Hengel

DATED: 3/30/2025

Jennifer Hengel
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____

DATED: _____

Chairperson

BY: [Signature]

DATED: 3/25/2025

Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: _____

DATED: _____

Houston County Attorney

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Homeless Prevention Programming

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

SERVICE DESCRIPTION	BRASS CODE	CODING	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Homeless Prevention Programming	644	11-430-760-3440-6021	Varies Based on Services	No Less Than QTR	Not To Exceed \$106,764.00

Semcac Work Plan for Houston County Homeless Prevention Aid

With the Houston County Homeless Prevention Aid, Semcac's Outreach & Emergency Services staff may provide one or more of following services for families with children prekindergarten through grade 12 or unaccompanied youth who are currently experiencing homelessness or who are at risk of experiencing homelessness:

- Mortgage assistance
- Rental assistance
- Case management services to connect the clients with the social services necessary to maintain their housing stability, such as housing navigation, budgeting, legal representation, and outreach.

Of the funds received, no more than thirty percent (30%) will be used for case management and administration to distribute the aid for the target populations. Direct service aid for eligible clients will be paid directly to landlords or mortgage lenders.

Semcac will use funds to target the following populations:

- Families with children residing in Houston County who are eligible for a prekindergarten through grade 12 academic program and are one of the following:
 - Living in overcrowded conditions in their current housing
 - Paying more than 50 percent of their income for rent
 - Lacking a fixed, regular, and adequate nighttime residence
- Unaccompanied youth residing in Houston County who need an alternative residential setting.

Referrals will be taken from the Department of Human Services, Hiawatha Valley Mental Health, Workforce Development. Appropriate release of information forms will be completed and signed to provide the appropriate services to each potential family applying.

Intake will be available as follows (appointments are preferred):

- Primary contact - Semcac Houston County Contact Center at 507-725-3677
Monday, Tuesday, Wednesday, Thursday, 8:00 a.m.-4:00 p.m.
- If unavailable, please contact Fillmore County Contact Center at 507-765 2761
Mondays and Fridays, 8:00 a.m.-4:00 p.m.

Semcac will document and report the following data to the county:

1. The number of households served;
2. The number of people served;
3. The purpose and amount of aid spent on each household; and
4. Any required demographic data collected at intake.

Documentation for Houston County Homeless Prevention Aid
(checkoff list to be placed in each client file)

Housing Pre-application form on Semcac website

<https://www.semcac.org/advocacy-resource-assistance/homelessness-prevention-rapid-rehousing/>

Verification the household meets basic aid requirements:

Family with children pre-k through grade 12 residing in Houston County AND

Living in overcrowded conditions in current housing (documentation required), OR

Paying more than 50% of income (documentation required), OR

Lacking a fixed, regular, and adequate nighttime residence (documentation required).

OR

Unaccompanied youth residing in Houston County who needs an alternative residential setting.

Semcac Agency Intake

Current lease or mortgage payment paperwork

Appropriate release of information forms

Landlord agreement

Case Notes: