

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

Date: December 23, 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, Fillmore County Journal Reporter Wanda Hanson, The Caledonia Argus Associate Editor Kaita Gorsuch, Engineer Brian Pogodzinski, Emergency Management Director Mark Olson, Sheriff Brian Swedberg, Coordinator Brent Parker, Deputy Auditor/Treasurer Amy Sylling, Finance Director Carol Lapham, Fiscal Supervisor Heidi Harms, Public Health Supervisor Jordan Knoke, Community Health Worker Sue Felten, Environmental Services Director Amelia Meiners, Groundbreaking Connections LLC Owner Allison Wagner, Spring Grove Mayor Bryan Wilhelmson and Bob Burns

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Prior to approving the agenda one amendment was made to allow for an appointment to discuss the law enforcement contract with City of Spring Grove Mayor Bryan Wilhelmson. Motion to approve the amended agenda was made by Commissioner Schuldt, seconded by Commissioner Myhre, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Zehnder, seconded by Commissioner Schuldt, motion carried unanimously to approve the meeting minutes from December 16, 2025.

Public Comment:

None.

### **APPOINTMENTS**

Bob Burns gave a quick report on Semcac, as he was serving as the County representative on the Semcac board. He said Semcac was experiencing some funding cuts, and those changes would affect some services such as senior dining. He shared that he is serving at the pleasure of the Board and that if desired, one of them could take his role as representative.

The Annual Public Information Meeting for Houston County's Stormwater Pollution

Prevention Plan (SWPPP) was held.

Commissioners discussed the law enforcement contract with City of Spring Grove Mayor Bryan Wilhelmson. Wilhelmson gave an overview of Spring Grove's budget and reasons for the decision to drop down to one deputy. He stated the decision had nothing to do with the level of service provided by the County. The City was pleased with the deputies and service provided. He said this was not a lighthearted decision. The City's Attorney still needs to review the contract. Wilhelmson stated the City wanted to pay their fair share for law enforcement and was not asking the County to subsidize their budget. Commissioner Wright stated the contract must be approved by the City before the County can approve it.

## CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve the consent agenda. Approved items are listed below.

- 1) Hire Bryce Helke as a 67-day temporary/casual Transport Officer to work as needed, at rate of \$20.33 per hour.
- 2) Approve Memorandum of Agreement between Houston County and Local Union #2166 American Federation of State Employees, AFL-CIO Council 65, agreeing to a 50/50 split for Minnesota Paid Leave premiums.
- 3) Approve Memorandum of Agreement between Houston County and The International Union of Operating Engineers Local No. 49, agreeing to a 50/50 split for Minnesota Paid Leave premiums.
- 4) Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 237, agreeing to a 50/50 split for Minnesota Paid Leave premiums.
- 5) Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 415, agreeing to a 50/50 split for Minnesota Paid Leave premiums.
- 6) Approve Memorandum of Agreement between Houston County and Law Enforcement Labor Services, Inc., Local 60, agreeing to a 50/50 split for Minnesota Paid Leave premiums.
- 7) Approve Memorandum of Agreement between Houston County and Minnesota Association of Minnesota Professional Employees, agreeing to a 50/50 split for Minnesota Paid Leave premiums.

## ACTION ITEMS

File No. 1 – Commissioner Zehnder moved, Commissioner Schuldt seconded, seconded, motion unanimously carried to approve Resolution No. 25-45 and authorizing signature for Emergency Management Performance Grant (EMPG). Resolution is below.

### **Resolution # 25-45**

**WHEREAS**, the Emergency Management Performance Grant (EMPG) Program is provided by the Federal Emergency Management Agency (FEMA) and administered by the State of Minnesota through the Department of Public Safety, Homeland Security and Emergency Management; and

**WHEREAS**, Houston County fully agrees to the terms of the Emergency Management Performance Grant contract and with the passage of this resolution, officially requests Homeland Security and Emergency Management to enforce the contract in accordance with the applicable rules and regulations.

**THEREFORE, BE IT RESOLVED**, that Houston County enter into a Grant Agreement with Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Emergency Management Performance Grant Program.

**BE IT FURTHER RESOLVED**, that Mark Olson, Emergency Management Director of Houston County, is hereby authorized to sign and execute the agreement and thereby assume for and on behalf of Houston County all of the contractual obligations contained therein.

File No. 2 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to authorize Public Health Supervisor to sign agreement with MNCHWA.

File No. 3 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve Houston County Hauler License Renewals for 2026.

File No. 4 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve Richard's Sanitation Rate Increase for 2026.

File No. 5 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve Resolution No. 25-46 to accept and approve Minnesota Aeronautics State grant agreement, contract #1062031 in the amount of \$21,866.52. This covers 70% of the Phillips Outdoor Services approved fencing quote of \$31,237.89. The remaining balance of \$9,371.37 will be local funds. Resolution is below.

**RESOLUTION NO. 25-46  
AUTHORIZATION TO EXECUTE  
STATE AIRPORT FUND GRANT AGREEMENT  
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

**BE IT RESOLVED** by the Houston County Board of Commissioners for the County of Houston as follows:

1. That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1062031** (“Agreement”);
2. That it hereby agrees to the terms and conditions of the Agreement; and
3. That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the County of Houston.

File No. 6 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve purchase of a grader attachment called a Walk n Roll from Ziegler Cat Equipment in the amount of \$49,920.00. This piece of equipment is used for gravel compaction.

File No. 7 – Prior to any motions being made Commissioners discussed with Coordinator Parker proposals submitted by CEDA and Groundbreaking Connections LLC. Groundbreaking Connections LLC’s proposal scored higher and was \$10,000.00 less than CEDA’s proposal. Commissioners commented that Groundbreaking Connections LLC’s proposal was well done and personalized for Houston County. They also commented that Groundbreaking Connections LLC brought a lot of local knowledge and experience to the table. Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve Groundbreaking Connections LLC’s proposal for EDA/Professional Services contract. Parker said the contract with Groundbreaking Connections LLC would be on the agenda for approval at the next Commissioner’s meeting.

File No. 8 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2026 Non-Represented Pay Grid. Coordinator Parker stated this was a 3.5% increase.

File No. 9 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve 2026 Tax Levy Resolution No. 25-47. This would be a 6% increase. The Commissioners voted by roll. All commissioners voted yes. Resolution is below.

**RESOLUTION NO. 25-47**

BE IT RESOLVED, that the certified levy after the deduction of County Program Aid (CPA), in the amount of \$17,155,695 be made on all taxable property in the County of Houston for taxes payable in 2026 in the following amounts by County Fund:

County Revenue	\$ 9,847,320
Road & Bridge	2,827,517
Public Health & Human Services	3,092,653
Bond Fund – 2017A Jail Bonds	1,388,205
	-----
Total	\$17,155,695
Less CPA	(1,389,892)
	-----
Total Levy	\$ 15,765,803
	=====

File No. 10 –Finance Director Carol Lapham recommended waiting until the next meeting to consider approving the 2026 Operating Budget Resolution No. 25-48 to allow for adjustments with the 2026 Tax Levy being lowered. The item was tabled.

File No. 11 – Commissioner Myhre moved, Commissioner Wright seconded, motion unanimously carried to approve the 2026 SELCO – Houston County Contract for Library Service. The contract amount of \$203,283.00 reflects a 3% increase over the 2025 appropriation. This amount is included in the 2026 budget.

File No. 12 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

**REVIEW LICENSE CENTER PAYMENTS**

**2025/12/12 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
EMMONS & OLIVIER RESOURCES INC	3,281.00
GREAT LAKES SALT COMPANY	6,625.08
HOKAH CO-OP OIL ASSN	4,386.10
LA CRESCENT/CITY OF	16,552.40
MEINERS/RICHARD	13,950.00
MESSNER/JANICE	3,300.89
NERSTAD/MARION	4,877.76
OLMSTED SWCD	2,482.65
	<u>55,455.88</u>
20 VENDORS PAID LESS THAN \$2000.00	4,762.21
	<u>60,218.09</u>

**REQUEST APPROVAL FOR PAYMENTS**

**2025/12/23 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
BLUFF COUNTRY HRA	3,000.00
CALEDONIA OIL CO INC	2,744.20
GREAT LAKES SALT COMPANY	23,494.32
LIBERTY TIRE RECYCLING LLC	3,451.40
RONCO ENGINEERING SALES INC	3,771.59
STAPLES ADVANTAGE	2,470.68
WINTER EQUIPMENT COMPANY	4,772.19
	<u>43,704.38</u>
23 VENDORS PAID LESS THAN \$2000.00	11,231.80
	<u>54,936.18</u>
PUBLIC HEALTH & HUMAN SERVICES	153,333.28
	<u>208,269.46</u>

DISCUSSION ITEMS

Coordinator Parker shared he intends to email Commissioners a bullet point list of items discussed at Department Head meetings. Commissioners should be thinking about committee appointments for next year. He hopes to have a summary of each committee’s functions ready by the end of the week. Next week’s agenda will include an updated Per Deim amendment, Employee recognition and Board of Adjustment and Planning Commission appointments. Commissioners need to score applications for Board of Adjustment (BOA) and Planning Commission (PC) appointments. Commissioner Johnson noted the Board should consider the applicant’s district when scoring applications for BOA and PC to try to ensure equal representation across the County.

The Commissioners discussed recent and upcoming meetings including Planning Commission, Bluff Country HRA, SCHSAC, Department Head, and La Crosse County Solid Waste meeting. Commissioner Zehnder shared that he was asked if it was possible to name a County bridge in someone’s honor. Commissioner Myhre asked that solar and the quarter quarter rule be discussed in a future workgroup session.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to adjourn the meeting at 10:40 a.m. The next meeting would be a regular meeting on December 30, 2025.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

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

Attest: \_\_\_\_\_  
Brent Parker, Coordinator

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
12.30.25**

**Date Submitted: 12.19.25**

**By: Polly Heberlein, Auditor/Treasurer**

**Consent Agenda:**

Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for Gopher State Sportsman's Club for gambling (raffle) activities to be conducted at Gopher State Sportsman's Club in La Crescent Township with a drawing to be held on Feb 7, 2026, with no waiting period.

<b>Reviewed by:</b>	<input type="checkbox"/> County Coordinator	<input type="checkbox"/> County Sheriff	
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> Auditor/Treasurer
	<input type="checkbox"/> Environmental Svcs		
<b>Recommendation:</b>			
<b>Decision:</b>			

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.  
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Gopher State Sportsman's Club Previous Gambling Permit Number: \_\_\_\_\_  
Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
Mailing Address: 970 Sportsmans Valley Rd  
City: La Crescent State: MN Zip: 55947 County: Houston  
Name of Chief Executive Officer (CEO): David Abts  
CEO Daytime Phone: \_\_\_\_\_ CEO Email: \_\_\_\_\_  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to: (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal  Religious  Veterans  Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:  
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
(for raffles, list the site where the drawing will take place): Gopher State Sportsman's Club  
Physical Address (do not use P.O. box): 970 Sportsman's Valley Rd  
Check one:  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Township: La Crescent Zip: 55947 County: Houston  
Date(s) of activity (for raffles, indicate the date of the drawing): 2/7/2026  
Check each type of gambling activity that your organization will conduct:  
 Bingo  Paddlewheels  Pull-Tabs  Tipboards  Raffle  
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on *Distributors* under the *List of Licenses* tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: La Crescent Township

Signature of Township Officer: \_\_\_\_\_

Title: Chairman Date: 10/13/2026

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: David Abts

**REQUIREMENTS**

- Complete a separate application for:**
- all gambling conducted on two or more consecutive days; or
  - all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 30, 2025**

**Date Submitted: December 18, 2025**

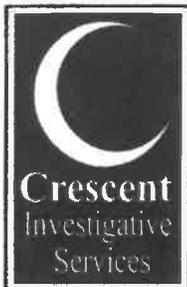
**By: Brian Swedberg, Sheriff**

**ACTION REQUEST:**

- 1. Biennial 2025 Body Worn Camera (BWC) Audit**

**CONSENT AGENDA REQUEST:**

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



120 2nd Street SE, OFC 82

Stewartville, MN 55976

Telephone: 507-533-6426

Email: [contact@crescentinvestigations.com](mailto:contact@crescentinvestigations.com)

Website: [crescentinvestigations.com](http://crescentinvestigations.com)

# Houston County Sheriff's Office, Caledonia, Minnesota

## 2025 Body-Worn Camera Audit

### Executive Summary Report

November 8, 2025

Houston County Sheriff's Office  
Chief Deputy Bill Hargrove  
306 South Marshall Street  
Caledonia, Minnesota  
507-725-3379 ext. 4102

We conducted an audit of the body-worn camera program, (further known as BWC) for the period of **1/1/2024** through **10/31/2025**. The purpose of this audit is to confirm compliance with Minnesota Statutes §626.8473 and §13.825 relating to Body Worn Cameras.

**Audit areas mandated by MS §626.8473:**

- **Public Comment**
- **Body-Worn Camera Policy**

**Audit areas mandated by MS §13.825:**

- **Data Classification**
  - **Retention of Data**
  - **Access by Data Subject(s)**
  - **Inventory of BWC Technology**
  - **Use of Agency-Issued BWC**
  - **Authorization to Access Data**
  - **Sharing among agencies**
  - **Biennial Audit**
  - **BWC Vendor (agreement)**
-

The procedures and findings are as follows:

**1. Public Comment**

Determine if an opportunity for public comment was given. MS §626.8473 subd. 2.

Findings

Notice was given of the opportunity for public comment on 10/24/2023, This notice was published at [www.co.houston.mn.us/public-notices](http://www.co.houston.mn.us/public-notices) and in the Fillmore County Journal Newspaper. See APPENDIX A.

**2. BWC Policy**

Determine a written policy governing BWC use which is in accordance with Minnesota Statute §626.8473 subd. 3.

Findings

We obtained from the Houston County Sheriff's Office, a copy of its Body Worn Audio/Video Recorders policy (Houston County Sheriff's Office, Policy 422. See APPENDIX B.) and compared it to the requirements of MS §626.8473. The requirements of this statute are reflected in the Houston County Sheriff's Office, BWC policy.

**3. Data Classification**

Determine if data collected by BWCs is appropriately classified in accordance with Minnesota Statute §13.825 subd. 2.

Findings

Houston County Sheriff's Office, policy 422.9 relate to the classification of data. This policy meets the requirements of the statute.

**4. Retention of Data**

Determine if data collected by BWCs is appropriately retained and destroyed in accordance with Minnesota Statute §13.825 Subd. 3.

Findings

Houston County Sheriff's Office, policy 422.8 relates to data retention. This policy meets the statute requirements.

**5. Access by Data Subjects**

*An individual who is the subject of the portable recording system data has access to the data, including data on other individuals who are the subject of the recording. If the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy. The identity and activities of an on-duty officer engaged in an investigation or response to an emergency, incident or request for*

*service may not be redacted, unless the officer's identity is subject to protection under section 12.82, Subd. 17 clause (a). MS§ 13.825 subd. 4, clause (b).*

#### Findings

Houston County Sheriff's Office, policy 422.8.2 states Except as provided by Minn. Stat. § 13.825, Subd. 2, audio/video recordings are considered private or nonpublic data.

Any person captured in a recording may have access to the recording. If the individual requests a copy of the recording and does not have the consent of other non-law enforcement individuals captured on the recording, the identity of those individuals must be blurred or obscured sufficiently to render the subject unidentifiable prior to release. The identity of on-duty peace officers may not be obscured unless their identity is protected under Minn. Stat. § 13.82, Subd. 17.

#### **6. Inventory of BWC Technology**

Determine the total number of recording devices owned or maintained by the agency, a current record of the total number of recording devices actually deployed, the policies and procedures for use of portable recording systems required by MS§13.825 subd 5 and 6, an inventory of portable recording system technology, and the total amount of recorded audio and video data collected by the portable recording system.

#### Findings

Houston County Sheriff's Office, has a total of 13 devices, with 13 deployed. Houston County Sheriff's Office, uses Axon Platform which offers physical devices officers attach externally to their uniform. The BWC data is uploaded to Evidence.com for storage, management, review, and sharing. A sampling of 50 BWC data events were haphazardly selected from the Axon platform, and the audit log was examined to confirm the following information was collected: date, time, device/officer, classification, retention period, and, if applicable, deletion has occurred. Exceptions found, see summary.

#### **7. Use of Agency Issued BWC**

Use of agency-issued portable recording system MS§13.825 subd 6 states that while on duty, a peace officer must use the agency-issued and maintained system.

#### Findings

The Houston County Sheriff's Office, policy 422.6 meets or exceeds this requirement.

#### **8. Authorization to Access Data**

Determine that access to data collected by BWCs is in accordance with state statute.

#### Findings

The Houston County Sheriff's Office, uses the Axon platform. Axon uses physical devices that officers attach externally to their uniforms. The BWC data is uploaded to Evidence.com for storage, management, review, and sharing with others. A sample of 50

videos recorded between 1/1/2024 and 10/31/2025 was randomly selected from the Axon platform. The audit log was examined to confirm that data was assessed only for legitimate law enforcement purposes and by persons whose work assignment reasonably requires access to the data. No exceptions found.

**9. Sharing among agencies**

Determine that the sharing of the data collected by BWCs is in accordance with state statute.

Findings

Houston County Sheriff's Office, policy 422.8.1 meets this requirement.

**10. Biennial Audit**

MN Statute MS§13.825 subd 9 requires a law enforcement agency to arrange for an independent, biennial audit of data.

Findings

Houston County Sheriff's Office, implemented their BWC program in 1/1/2024. This is their first independent audit.

**11. BWC Vendor (agreement)**

MN Statute MS§13.825 subd 11 paragraph b a portable recording system vendor that stores a portable recording system data in the Cloud must protect the data in accordance with the security requirements of Federal Bureau of Investigations Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Findings

At the time of this audit, Houston County Sheriff's Office, has an agreement with Axon that meets or exceeds this requirement.

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**Audit Conclusion:**

In our opinion, the Houston County Sheriff's Office, Body Worn Camera policy and program meets or exceeds the requirements of Minnesota Statutes §626.8473 and §13.825.

*(Random sampling of 50 BWC data follows the process of the State of Minnesota Office of the State Auditor.)*

Policy 804.4 addresses procedures for sharing BWC with outside agencies, but is not included in or mentioned under policy 422.8.1. The retention schedule is a separate document named AXON Retention Categories, and it could be beneficial to include under policy 422.8.

During the audit, it was discovered that multiple videos for the same ICR were not always categorized the same which will result in different retention, and retention dates were updated that do not match the category. Specific ICRs were shared with HCSO to resolve those instances while encouraging them to double-check multiple videos for consistency per ICR.

This audit and report cover the dates as established in the report. The reader and user should be aware that, as a result of amendments to statutes in 2023, the requirements of the statute about agency policies and procedures concerning access to Body Worn Camera data, records retention, and equipment operation have changed. This audit expresses no opinion on whether the topics and subjects of this audit meet the requirements of the statutes as amended, and the user should review the new legislation with the assistance of legal counsel and make any required updates.

A summary of these results will be provided to the agency and to the Legislative Commission on Data Practices and Personal Data Privacy within 60 days.

Crescent Investigative Services

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
December 30, 2025**

**Date Submitted: 12/23/2025**

**By: Brent Parker, County Coordinator**

**ACTION**

- **Consider setting County Recorder Michelle Werner's 2026 annual salary by Resolution 25-49**
- **Consider setting County Auditor Treasurer Polly Heberlein's 2026 annual salary by Resolution 25-50**
- **Consider setting County Attorney Suzanne Bublitz's 2026 annual salary by Resolution 25-51**
- **Consider setting County Sheriff Brian Swedbergs 2026 annual salary by resolution 25-52**
- **Consider setting County Commissioner's 2026 annual salary by resolution 25-53**
- **Consider adopting the 2026 Commissioners Per Diems by Resolution 25-54**
- **Consider Approving Professional Services Contract with Groundbreaking Connections LLC.**

**APPOINTMENT REQUEST**

**HR CONSENT AGENDA REQUEST**

- **Hire Leyton Johnson as a 67-day temporary/casual Drop Site Supervisor, at a pay rate of \$17.50 per hour.**
- **Appoint Richard Schild to the Houston County Planning & Zoning Commission.**
- **Appoint David Klinski to the Houston County Board of Adjustment.**
- **Change the classification status of Brent Parker County Coordinator / HR Director to E82, Step 5 retroactive to 11/25/2025. (Banding change due to banding review after assigned additional Couty Coordinator duties).**

**Reviewed by:**

\_\_\_\_\_

**HR Director**

\_\_\_\_\_

**Finance Director**

\_\_\_\_\_

**IS Director**

\_\_\_\_\_

**County Attorney**

\_\_\_\_\_

**Environmental Svcs**

\_\_\_\_\_

**Sheriff**

\_\_\_\_\_

**Engineer**

\_\_\_\_\_

**PHHS**

**(indicate**

**other dept)**

\_\_\_\_\_

\_\_\_\_\_

**Recorder**

**Recommendation:**

**Decision:**



## Application for Appointment to Houston County Committee/Board/Commission

1

**Please return to:**

Houston County Personnel Office  
304 S. Marshall St., Rm 208  
Caledonia, MN 55921  
Phone (507) 725-5822; Fax (507) 725-5590

<b>POSITION (SEE LIST BELOW)</b>	<u>HOUSTON COUNTY PLANNING + ZONING COMMISSION</u>		
<small>(Please complete a separate application for each committee you are interested in applying for)</small>			
<b>APPLICANT NAME</b>	<u>SCHILD</u> <small>Last</small>	<u>RICHARD</u> <small>First</small>	<u>John</u> <small>Middle</small>

**CITIZEN ADVISORY COMMITTEES**

**BOARD OF ADJUSTMENT (5 citizen members)** – Generally meets the 4<sup>th</sup> Thursday evening of each month immediately prior to the Planning Commission monthly meeting on an as needed basis. The duties include evaluation and action on requests for variance, and appeals of official actions.

**PLANNING COMMISSION (6 citizen members, 1 alternate)** – Generally meets the 4<sup>th</sup> Thursday evening of each month. The duties include reviewing conditional use permits, rezoning proposals, ordinance amendments and making recommendations to the County Board of Commissioners on these and other planning and zoning related matters.

**GENERAL INFORMATION**

<b>Street Address</b> <u>2167 DOBLER RD</u>		<b>Home Phone/Cell Phone</b> <u>507 500 1492 (CELL)</u> <u>507 896-3515</u>	
<b>City</b> <u>HOUSTON</u>	<b>State</b> <u>MN</u>	<b>Zip Code</b> <u>55943</u>	<b>Work Phone</b>
<b>Township</b> <u>MONEY CREEK</u>		<b>Email Address</b>	

**EDUCATION**

<p><u>GRADUATE HOUSTON HIGH SCHOOL</u> <u>1 YEAR WINDA STATE UNIVERSITY</u></p>
---

**RELEVANT WORK EXPERIENCE/SPECIALIZED SKILLS** – Please list all applicable experience and skills that may prove beneficial in the position for which you are applying. (Attach additional pages if needed.)

OWNED / OPERATED MONEY CREEK SEPTIC 10 YRS  
BACKGROUND IN SEPTIC SYSTEM + REGULATIONS  
OF THEM

DAIRY FARM BACKGROUND

ORGANIC FARM MAINTENANCE SUPERVISOR  
IRRIGATION EXPERIENCE – WATER FROM ROOT  
RIVER SO DNR PERMIT EXPERIENCE

I WAS ON THE PLANNING + ZONING BOARD FOR 9 YEARS

**APPLICABLE LICENSES AND CERTIFICATIONS**

\* DESIGN / SOILS / INSTALLATIONS LICENSES THROUGH  
STATE OF MINNESOTA

\* HIGH PRESSURE BOILER LICENSE STATE OF MN

\* I HAD THESE LICENSES. LET THEM EXPIRE UPON RETIREMENT  
BACK GROUND KNOWLEDGE MAY BE HELPFUL

**COMMUNITY SERVICE** (Attach additional sheets if needed)

VOLUNTEER HOUSTON FOOD STELF  
SEVERAL YRS

**REFERENCES:** Please list professional references (other than friends or relatives) who are familiar with your work and educational qualifications.

Name LINDA GIBBS	Relationship FRIEND	Phone 507 896-2165	Name MARILYN BAYER	Relationship MONEY COPER TWA	Phone 507 896-2301
Name LAURIE LEGRANDE	Relationship HOUSTON FOOD SAFE DIRECTOR	Phone 507 896-3602	Name ABBY BENSON	Relationship WORK COLLEAGUE FEATHERSTONE FILMS	Phone 641-330-8930

**BACKGROUND INFORMATION:** Use additional sheet(s) if necessary

1. What is your understanding of the role of this Committee/Board/Commission?

WORK ON PERMIT REQUESTS. INITIALLY ADVISE COUNTY BOARD MEMBERS AND MAKE PRELIMINARY SUGGESTIONS FOR THE BOARD'S BACKGROUND. WITH THE HELP OF THE ZONING ~~ADMINISTRATOR~~ SUGGEST CONDITIONS NEEDED FOR INDIVIDUAL PERMITS (SIGNAGE, HOURS OF OPERATION, ADDITIONAL PERMITS (SEWER))

2. What do you believe are the most important individual qualities/characteristics members on this Committee/Board/Commission should possess in order to provide effective service and decision-making?

A CURIOSITY & INTEREST IN EACH PERMIT. THEY ALL ARE SLIGHTLY DIFFERENT. A SENSE OF WHAT IS BEST FOR HOUSTON COUNTY FOREMOST, NOW + 10 THE FUTURE. A THICK SKIN; SOMETIMES IN THE HEAT OF THE MOMENT THINGS ARE SAID. YOU NEED TO BE ABLE TO OBLIVIOUSLY YOU MAY SEE THIS SAME PERSON IN A DIFFERENT PERMIT PROCESS. WE ALWAYS NEED TO STUDY ISSUES WITH AN OPEN MIND.

3. List up to three significant issues that you believe this Committee/Board/Commission should address during the next three years?

- 1) WATER QUALITY SHOULD ALWAYS BE A PRIORITY
- 2) DENSITY OF HOUSING (1 HOME PER 1/4) WILL ALWAYS BE A PRICKLY ISSUE.
- 3) PROTECTION OF AG LAND
- 4) ALTERNATIVE ENERGY ISSUES INCLUDED WOULD BE
- 5) FOR ME THE AI CENTERS WILL BE A TOUGH ISSUE.

4. What sources of information might you rely on when making a decision?

FORE MOST, THE H.C. LAND USE PLAN  
THE USGS 'SOIL SURVEY MAPS SHOW INFO FOR EVERY  
LOCATION IN H. COUNTY; TOPOGRAPHIC & SOILS SURVEY DEPTS.  
MAY BE OVERLOOKED SOMETIMES IS THE GENERAL PUBLIC.  
OFTEN TIMES LOCAL CITIZENS HAVE CRITICAL INFO ON  
SPECIFIC SITES. MAY BE MOST IMPORTANT H. COUNTY'S  
ZONING ADMINISTRATOR,

5. Provide one or two contributions you believe you would bring to this team.

- 1) I HAVE AN OPEN MIND. WE ALL HAVE OUR PERSONAL  
PREJUDICES, BUT I AM ABLE TO PUT ANY I HAVE  
ASIDE & LOOK ONLY AT THE PERMIT APPLICATION
- 2) I AM A FIRM BELIEVER IN HONESTY AND FAIR  
PLAY.
- 3) MY LOYALTIES LIE ONLY IN THE BETTERMENT OF  
HOUSTON COUNTY

6. What do you hope to achieve by serving on this Committee/Board/Commission?

SIMPLY PUT, TO MAKE H. COUNTY A BETTER PLACE  
FOR CITIZENS TO LIVE & WORK I WANT TO SEE  
SMALL BUSINESSES, FARMERS AND TAXPAYERS TO  
ALL BE TREATED FAIRLY & WITH RESPECT. MY  
GRAND FATHER & MY FATHER WORKED ON TOWN  
BOARDS, FOR YEARS. I WANT TO DO MY PART ALSO &  
GIVE SOMETHING BACK TO THIS COUNTY.

7. Please list any potential conflicts of interest you may have as a member serving on this board?

I DON'T BELIEVE I HAVE ANY. PRIOR TO  
RETIREMENT, I WORKED OUTSIDE THE COUNTY  
SO MY LOYALTIES ONLY ARE FOR THIS COUNTY.

**NOTES AND CONDITIONS**

Each of the following items becomes part of your application record by your signature. Please read the following prior to signing.

1. If offered a position on the Houston County committee, board, or commission, I understand that I will be required to follow the County Code of Ethics and Conflicts of Interest Policy, applicable state and County Planning and Zoning Ordinances and guidelines, as well as directives of the County Board of Commissioners.
2. That Houston County reserves the right to change its policies without notice as the County deems appropriate.
3. I understand that false or misleading information given on my application or in an interview(s) may result in disqualification from serving on a committee, board, or commission. I attest that, to the best of my knowledge, the information provided in this application is true and correct.
4. I understand that at times some committees may require me to do large quantities of reading and research outside of meeting times. I understand that I may deal with complex and controversial subjects. I am willing and able to respect people who may disagree with me or at times even criticize me. In all cases, I am willing to be neutral, fair, and open to opposing perspectives and new possibilities.

I **CERTIFY** that all statements made on this application are true and correct. I understand that all information is subject to verification. I also understand that any falsification will disqualify me from service to the County and dismissal from a board, committee, or commission. My signature AUTHORIZES Houston County to secure any information needed to complete a criminal background check. It also authorizes collection of any employment-related information deemed necessary from former employers or personal references.

Date 12/16/25	Applicant's Signature Richard / Robell
------------------	---

**YOUR RIGHTS AS A SUBJECT OF DATA**

Minnesota Statutes §13.01 through §13.99 require that you be informed that the following information which you are asked to provide in the appointment process is considered private data: name, home address, email address, and telephone numbers.

This means the data is available only to you and County officials who have a bona fide need to access this information for the Houston County appointment process. Refusal to supply the requested information may disqualify your application for consideration.

Your name will become public data when you are certified as eligible for a vacancy. All other information you supply on this application with the exception of that which is private data as indicated above will become public if you are appointed by Houston County.

All materials submitted in support of your application become the property of Houston County and cannot be returned.



## Application for Appointment to Houston County Committee/Board/Commission

**Please return to:**

Houston County Personnel Office  
304 S. Marshall St., Rm 208  
Caledonia, MN 55921  
Phone (507) 725-5822; Fax (507) 725-5590

POSITION (SEE LIST BELOW)

BOARD OF ADJUSTMENT

(Please complete a separate application for each committee you are interested in applying for)

APPLICANT NAME

KLINSKI

DAVID

PAUL

Last

First

Middle

### CITIZEN ADVISORY COMMITTEES

**BOARD OF ADJUSTMENT (5 citizen members)** – Generally meets the 4<sup>th</sup> Thursday evening of each month immediately prior to the Planning Commission monthly meeting on an as needed basis. The duties include evaluation and action on requests for variance, and appeals of official actions.

**PLANNING COMMISSION (6 citizen members, 1 alternate)** – Generally meets the 4<sup>th</sup> Thursday evening of each month. The duties include reviewing conditional use permits, rezoning proposals, ordinance amendments and making recommendations to the County Board of Commissioners on these and other planning and zoning related matters.

### GENERAL INFORMATION

Street Address <u>10312 STATE 44</u>		Home Phone/Cell Phone <u>507-458-1915</u>	
City <u>CALEDONIA</u>	State <u>MN</u>	Zip Code <u>55921</u>	Work Phone <u>SAME</u>
Township <u>UNION</u>	Email Address <u>SKITWOOD@ACAEGROUP.CC</u>		

### EDUCATION

HIGH SCHOOL DIPLOMA

**RELEVANT WORK EXPERIENCE/SPECIALIZED SKILLS** - Please list all applicable experience and skills that may prove beneficial in the position for which you are applying. (Attach additional pages if needed.)

FARMED 30 YEARS - DAIRY - LIVESTOCK  
LOCAL LAND OWNER, UNION TOWNSHIP 52 YEARS - 312 ACRES

**APPLICABLE LICENSES AND CERTIFICATIONS**

N/A

**COMMUNITY SERVICE** (Attach additional sheets if needed)

2 YEAR ARMY VETERAN - HONORABLE DISCHARGE  
CALADONIA SCHOOL BOARD 16 YEARS OVER THE COURSE OF 20 YEARS  
10 YEARS AS BOARD CHAIR. INSTRUMENTAL IN THE PASSING OF A  
24 MILLION DOLLAR BUILDING REFERENDUM. NEW SCHOOL DEDICATED  
2000.

BOARD OF DIRECTORS - LAND O' LAKES CO-OP

" EXPERIMENT IN RURAL CO-OPERATION.

" HOUSTON CO. VETERANS MONUMENT

NUMEROUS CHURCH POSITIONS - FELDER, BOARD OF DIRECTORS, SUNDAY  
SCHOOL TEACHER.

PRESENTLY DOING VOLUNTARY JAIL MINISTRY EVERY TUESDAY NIGHT.

Page 12 of 6 MY WIFE AND I STARTED THE "SHREVEEN VALLEY SPORTSMAN'S  
01.2022 CLUB" 52 YEARS AGO AND ITS STILL GOING.

OTHER COMMITTEE POSITIONS I KNOW I HAVE FORGOTTEN.  
OH YES - I AM TREASURER OF S.E. MINGUAIL FOREVER CHAPTER #3040

**REFERENCES:** Please list professional references (other than friends or relatives) who are familiar with your work and educational qualifications.

Name LARRY GAUSTAD	Relationship	Name	Relationship
Phone	Relationship	Phone	Relationship
Name WAYNE Runniger	Relationship	Name	Relationship
Phone	Relationship	Phone	Relationship

**BACKGROUND INFORMATION:** Use additional sheet(s) if necessary

1. What is your understanding of the role of this Committee/Board/Commission?

LISTEN, RESEARCH, DECIDE, AND IF AT ALL POSSIBLE  
REMAIN IMPARTIAL.

2. What do you believe are the most important individual qualities/characteristics members on this Committee/Board/Commission should possess in order to provide effective service and decision-making?

EMPATHY, A THICK SKIN, SINCERITY.

3. List up to three significant issues that you believe this Committee/Board/Commission should address during the next three years?

THERE IS REALLY ONLY ONE THAT HAS BEEN RECURRENT  
OVER THE LAST FIFTY YEARS AND THAT IS LAND DEVELOPMENT  
IN HOUSTON CO. FARMERS ARE NO LONGER THE HERO'S OF THE  
ENVIRONMENT AND REALTOR/DEVELOPERS NEED TO COME UNDER  
GREATER SCRUTINY. MY OPINION, ALL THIS TREATED WITH AN  
EYE TOWARD FAIRNESS AND BALANCE. IF THAT IS POSSIBLE.  
I WOULD TO BE MORE CIVIL IN MY OLD AGE.

4. What sources of information might you rely on when making a decision?

OF COURSE THE ZONING RGA'S BUT I MAY LOOK AT THEM AS GUIDE LINES INSTEAD OF ABSOLUTES. DEPENDS ON THE SITUATION. I HAVE FOUND COMMON SENSE CAN GO A LONG WAY.

5. Provide one or two contributions you believe you would bring to this team.

I CAN BE A GOOD LISTENER AND I LIKE TO ASK QUESTIONS

6. What do you hope to achieve by serving on this Committee/Board/Commission?

MAYBE TO SLOW DOWN OR EVEN STOP SOME OF THE POISONING OF THE ENVIRONMENT. I AM NOT AN ACTIVIST, BUT I DO HUB MY TRAK'S BEFORE I PUT THEM DOWN.

7. Please list any potential conflicts of interest you may have as a member serving on this board?

I KNOW I CAN BE UNREALISTIC BUT THAT SHOULD BE TEMPERED BY THE OTHER BOARD MEMBERS.

**NOTES AND CONDITIONS**

Each of the following items becomes part of your application record by your signature. Please read the following prior to signing.

1. If offered a position on the Houston County committee, board, or commission, I understand that I will be required to follow the County Code of Ethics and Conflicts of Interest Policy, applicable state and County Planning and Zoning Ordinances and guidelines, as well as directives of the County Board of Commissioners.
2. That Houston County reserves the right to change its policies without notice as the County deems appropriate.
3. I understand that false or misleading information given on my application or in an interview(s) may result in disqualification from serving on a committee, board, or commission. I attest that, to the best of my knowledge, the information provided in this application is true and correct.
4. I understand that at times some committees may require me to do large quantities of reading and research outside of meeting times. I understand that I may deal with complex and controversial subjects. I am willing and able to respect people who may disagree with me or at times even criticize me. In all cases, I am willing to be neutral, fair, and open to opposing perspectives and new possibilities.

I **CERTIFY** that all statements made on this application are true and correct. I understand that all information is subject to verification. I also understand that any falsification will disqualify me from service to the County and dismissal from a board, committee, or commission. My signature AUTHORIZES Houston County to secure any information needed to complete a criminal background check. It also authorizes collection of any employment-related information deemed necessary from former employers or personal references.

Date DEC 19 2025	Applicant's Signature 
---------------------	--

**YOUR RIGHTS AS A SUBJECT OF DATA**

Minnesota Statutes §13.01 through §13.99 require that you be informed that the following information which you are asked to provide in the appointment process is considered private data: name, home address, email address, and telephone numbers.

This means the data is available only to you and County officials who have a bona fide need to access this information for the Houston County appointment process. Refusal to supply the requested information may disqualify your application for consideration.

Your name will become public data when you are certified as eligible for a vacancy. All other information you supply on this application with the exception of that which is private data as indicated above will become public if you are appointed by Houston County.

All materials submitted in support of your application become the property of Houston County and cannot be returned.

RESOLUTION # 25-49

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the County Recorder - Interim effective January 1, 2026:

Michelle Werner	\$86,612.20
County Recorder - Interim	

Adopted in Caledonia, Minnesota on this 30 day of December 2025.

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson, Board Chair

Attest:

---

Brent Parker, County Coordinator

RESOLUTION # 25-50

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the County Auditor / Treasurer - Interim effective January 1, 2026:

Polly Heberlein	\$92,705.60
County Auditor / Treasurer - Interim	

Adopted in Caledonia, Minnesota on this 30 day of December 2025.

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson Board Chair

Attest:

---

Brent Parker, County Coordinator

RESOLUTION # 25-51

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the County Attorney - Interim effective January 1, 2026:

Suzanne Bublitz	\$147,000.00
County Attorney - Interim	

Adopted in Caledonia, Minnesota on this 30 day of December 2025.

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson, Board Chair

Attest:

---

Brent Parker, County Coordinator

**RESOLUTION 25-52 REGARDING THE HOUSTON COUNTY  
SHERIFF'S 2026 SALARY**

**WHEREAS**, Brian Swedberg is the Houston County Sheriff, whose 2025 salary is \$141,473.00; and

**WHEREAS**, the County Board has the duty and responsibility to set the salary of the County Sheriff by resolution on an annual basis after consideration of responsibilities and duties of the office, and the county Sheriff's experience, qualifications, and performance;

**NOW, THEREFORE**, the Houston County Board of Commissioners makes following information part of the record:

1. The County Board has reviewed and considered the statutory duties of the County Sheriff and met with Sheriff Swedberg on December 16<sup>th</sup>, 2025, to discuss his office and duties. In addition, the Board reviewed and considered the seven-page memorandum provided to it by Sheriff Swedberg dated December 16, 2025.
2. Sheriff Swedberg has 34 employees. His employees include deputies, jailers, dispatchers, clerks and administrative assistants.
3. Sheriff Swedberg was a peace officer for 23 years prior to becoming Sheriff. This is his first term as Sheriff. He was a corrections officer prior to becoming a deputy.
4. Sheriff Swedberg has associates degree in law enforcement and has a P.O.S.T. license, which is required to work as a peace officer.
5. The County Board considered the comparison salary data provided by the County Coordinator.
6. The Board considered the performance of Sheriff Swedberg and his office, including how they have interacted with other departments.
7. The County Board offered Sheriff Swedberg the opportunity to provide information in writing and met with him to discuss his salary. The Board considered his information and all other information available to it.
8. All of the data provided for consideration by the County Coordinator are incorporated into the record and have been reviewed and considered by the Board.

9. The County Board considered that Sheriff Swedberg has made a request for a salary increase of \$150,038.96 for 2026.

**NOW, THEREFORE**, based upon review and consideration of the duties and responsibilities of the position of Houston County Sheriff; his experience, qualifications, and performance; the materials gathered and considered by the Board; and the discussions with the County Sheriff, the Houston County Board of Commissioners resolve as follows:

1. The Houston County Sheriff's salary for 2026 shall be increased from \$141,473.00 to \$147,000.00.
2. The Personnel Office is authorized and directed to make the changes to the County Sheriff's salary, effective January 1, 2026, consistent with its standard operating procedures for Houston County.

HOUSTON COUNTY BOARD OF  
COMMISSIONERS

---

Eric Johnson, Board Chair

Attest:

---

Brent Parker, County Coordinator

**CHAPTER 387****SHERIFF**

387.01	QUALIFICATIONS; BOND; OATH.	387.22	COURT MUST FIX PAY FOR EXTRA RIOT DEPUTIES.
387.02	FAILURE TO QUALIFY.		
387.03	POWERS, DUTIES.	387.25	SETTLEMENTS WITH COUNTY BOARD.
387.04	DUTIES.	387.29	MOTOR VEHICLE.
387.05	SHALL GIVE CERTIFICATE, WHEN.		<b>EMPLOYMENT; REMOVAL</b>
387.06	FAILURE TO PAY OVER MONEY.	387.31	COUNTY CIVIL SERVICE PERSONNEL SYSTEM.
387.07	NEGLECT OF DUTY.	387.32	RESOLUTION TO ESTABLISH SYSTEM.
387.08	CRIMINAL PROCESS, WHEN FILED.	387.33	SHERIFF'S CIVIL SERVICE COMMISSION.
387.09	MAY NOT BUY AT SHERIFF'S SALE.	387.34	COMPENSATION OF COMMISSIONERS.
387.10	POWERS AFTER EXPIRATION OF TERM.	387.35	DUTIES OF COMMISSIONERS.
387.11	COUNTY JAIL.	387.36	RULES; PERSONNEL.
387.12	MAY CONVEY PRISONERS.	387.37	REMOVAL ONLY UPON CHARGES.
387.13	PROHIBITIONS.	387.38	GRADES, STANDARDS.
387.14	DEPUTIES.	387.39	EXAMINATIONS.
387.145	CHIEF DEPUTY; APPOINTMENT.	387.40	CHARGES, HEARING.
387.15	TEMPORARY JURY BAILIFFS.	387.41	REMOVAL AFTER HEARING.
387.16	CHARGE OF PETIT JURIES.	387.42	EMPLOYEES UNDER CIVIL SERVICE COMMISSION JURISDICTION.
387.20	SALARIES, FEES, BUDGETS; APPEALS.		
387.211	UNIFORM AND EQUIPMENT ALLOWANCE.	387.43	DISCONTINUANCE OF CIVIL SERVICE COMMISSION.
387.212	CONTINGENT FUND TO ADVANCE AND REIMBURSE EXPENSES.	387.44	APPLICATION.
387.213	CONTINGENT FUND FOR DRUG, ALCOHOL, DWI INVESTIGATIONS.	387.45	VETERANS PREFERENCE LAW NOT AFFECTED.

**387.01 QUALIFICATIONS; BOND; OATH.**

Every person who files as a candidate for county sheriff must be licensed as a peace officer in this state. Every person appointed to the office of sheriff must become licensed as a peace officer before entering upon the duties of the office. Before entering upon duties every sheriff shall give bond to the state in a sum not less than \$25,000 in counties whose population exceeds 150,000, and not less than \$5,000 in all other counties, to be approved by the county board, conditioned that the sheriff will well and faithfully in all things perform and execute the duties of office, without fraud, deceit, or oppression, which bond, with an oath of office, shall be recorded with the county recorder.

*History: (905) RL s 547; 1973 c 668 s 1; 1976 c 181 s 2; 1986 c 444; 1997 c 147 s 76; 2005 c 4 s 90*

**387.02 FAILURE TO QUALIFY.**

If any person elected to the office of sheriff fails to give the bond and take the oath prescribed by law on or before January tenth next succeeding election, it shall be deemed a refusal to serve.

*History: (906) RL s 548; 1986 c 444*

**387.03 POWERS, DUTIES.**

The sheriff shall keep and preserve the peace of the county, for which purpose the sheriff may require the aid of such persons or power of the county as the sheriff deems necessary. The sheriff shall also pursue and apprehend all felons, execute all processes, writs, precepts, and orders issued or made by lawful authority

**387.08 CRIMINAL PROCESS, WHEN FILED.**

On or before the last day of the term for which the same was issued, every sheriff or other officer or person who serves a subpoena or other process issued by the court in a criminal action shall file the same, with a statement of fees endorsed thereon, with the court administrator of such court.

*History: (911) RL s 553; 1986 c 444; 1Sp1986 c 3 art 1 s 82*

**387.09 MAY NOT BUY AT SHERIFF'S SALE.**

No sheriff shall become the purchaser either directly or indirectly of any property, real or personal, by the sheriff exposed to sale by virtue of any mortgage, judgment, execution, or other process; and all such purchases made by any sheriff, or any other person for the sheriff, shall be void.

*History: (912) RL s 554; 1986 c 444*

**387.10 POWERS AFTER EXPIRATION OF TERM.**

Every sheriff going out of office by expiration of a term may execute and return all writs, processes, and orders which shall then be on hand, and which the sheriff shall have begun to execute by service, levy, or collection of money thereon. If such sheriff dies, or from any cause is unable to act, the sheriff in office, upon receipt of any such writ, process, or order, together with the return or memorandum of the action, if any, of such late sheriff under the same, shall complete the execution thereof in the same manner and with like effect as if the same had been originally delivered to the successor and the return of such succeeding sheriff upon any such process or order or sheriff's deed given in pursuance of the execution thereof shall be prima facie evidence of the disability of the late sheriff to complete the execution of such process or give such deed.

*History: (913) RL s 555; 1986 c 444*

**387.11 COUNTY JAIL.**

The sheriff shall have the charge and custody of the county jail and receive and safely keep therein all persons lawfully committed thereto and not release any person therefrom unless discharged by due course of law.

*History: (914) RL s 556*

**387.12 MAY CONVEY PRISONERS.**

The sheriff or other officer who legally arrests a person in any county may pass through any other county by the sheriff deemed necessary to convey such person to the place commanded by the process under which the arrest was made.

*History: (915) RL s 557; 1986 c 444*

**387.13 PROHIBITIONS.**

No sheriff or deputy sheriff shall appear or practice as an attorney, solicitor, or counselor at law in any court, or draw or fill up any process, pleading, or paper for any party in any action or proceeding, nor, with intent to be employed in the collection of any demand or the service of any process, advise or counsel any person to commence an action or proceeding. This prohibition does not apply to a deputy sheriff who is acting with the approval of the appointing sheriff and whose law enforcement duties do not have a material

claim for the expenses shall be prepared, allowed, and paid in the same manner as other claims against counties are prepared, allowed, and paid except that the expenses incurred by the sheriffs in the performance of service required of them in connection with persons with a mental illness either by a district court or by law and a per diem for deputies and assistants necessarily required under the performance of the services shall be allowed and paid as provided by the law regulating the apprehension, examination, and commitment of persons with a mental illness; provided that any sheriff or deputy receiving an annual salary shall pay over any per diem received to the county in the manner and at the time prescribed by the county board, but not less often than once each month.

(b) All claims for livery hire shall state the purpose for which such livery was used and have attached thereto a receipt for the amount paid for such livery signed by the person of whom it was hired.

(c) A county may pay a sheriff or deputy as compensation for the use of a personal automobile in the performance of official duties a mileage allowance prescribed by the county board or a monthly or other periodic allowance in lieu of mileage. The allowance for automobile use is not subject to limits set by other law.

**Subd. 2. Board procedure, details.** (a) The county board of each of the counties of less than 75,000 population annually shall set by resolution the salary of the county sheriff which shall be paid to the county sheriff at such intervals as the board shall determine, but not less often than once each month.

(b) At the January meeting prior to the first date on which applicants may file for the office of county sheriff the board shall set by resolution the minimum salary to be paid the county sheriff for the term next following.

(c) In the event a vacancy occurs in the office of county sheriff, the board may set the annual salary for the remainder of the calendar year at an amount less than was set for that year.

(d) The salary of the county sheriff shall not be reduced during the term for which the sheriff was elected or appointed.

Subd. 3. MS 1974 [Repealed, 1975 c 301 s 16]

Subd. 4. MS 2008 [Repealed, 2009 c 152 s 25]

**Subd. 5. Fees, expenses, per diems.** The county sheriff shall charge and collect all fees and per diems prescribed by law and may require such fees and per diems to be paid before performing the services for which they are charged. The sheriff shall pay all such fees and per diems to the county in the manner and at the times prescribed by the county board, but not less often than once each month. The sheriff shall not retain any additional compensation or other emolument for services in any activity of county government. For purposes of this subdivision, (1) the expenses of the sheriff incurred in the performance of official duties for the county, (2) uniform allowances, (3) mileage and travel allowances, except as the board shall have furnished motor vehicles pursuant to Minnesota Statutes 1961, section 387.29, (4) living quarters provided by the county, and (5) payments for boarding prisoners, shall not be deemed an emolument of the office.

**Subd. 6. Budget.** The county board by resolution shall provide the budget for:

(1) the salaries of deputies, jailers, matrons, bailiffs, clerks and other employees in the office of the sheriff;

(2) other expenses necessary in the performance of the duties of said office, including the reimbursement of the sheriff or a designee for necessary and reasonable expenses incurred in furnishing board, laundry and

**387.211 UNIFORM AND EQUIPMENT ALLOWANCE.**

An allowance for the purchase and maintenance of uniforms and equipment for sheriffs and full time deputy sheriffs may be allowed in each county in such amounts and at such times as the board of county commissioners may set.

**History:** 1959 c 414 s 1

**387.212 CONTINGENT FUND TO ADVANCE AND REIMBURSE EXPENSES.**

The board of county commissioners in any county may create a sheriff's contingent fund and may credit thereto not more than \$10,000. The money in such fund may be used for the advancement and reimbursement of expenses of the sheriff and the sheriff's office. Such money shall be disbursed by the county treasurer in accordance with rules and regulations prescribed by the board. Any balance remaining at the end of the year shall be transferred to the revenue fund.

**History:** 1967 c 197 s 1; 1985 c 82 s 1; 1986 c 444; 1988 c 665 s 4; 1988 c 719 art 19 s 21

**387.213 CONTINGENT FUND FOR DRUG, ALCOHOL, DWI INVESTIGATIONS.**

A sheriff's contingent fund is created in each county to be kept by the county treasurer as all other county funds. One-fourth of all money paid into the county treasury on account of fines imposed for violation of the provisions of chapter 152 or 340A shall be credited to this contingent fund. The sheriff may expend money from this fund for the purpose of investigating and securing evidence of violations of chapters 152, 340A, and the DWI-related provisions of chapter 169A. Money may be withdrawn from the fund by the sheriff upon the order of the district court after application. At the close of the fiscal year any money in the fund in excess of \$5,000 shall be transferred into the general fund.

**History:** 1986 c 435 s 4; 1999 c 49 s 1; 2000 c 478 art 2 s 7

**387.22 COURT MUST FIX PAY FOR EXTRA RIOT DEPUTIES.**

When there is any riot or impending violation of law and the sheriff shall be of opinion that other than the regular deputies are required the sheriff shall apply to the judge of the district court to determine upon and fix the compensation of such special deputies as the sheriff may name and appoint and such special deputies so named and appointed and the compensation of whom is fixed by the judge shall have all the powers assigned by the sheriff in such appointment. The appointment by the sheriffs and the fixing of their compensation shall be immediately certified by the sheriff to the court administrator of the district court of the county and such certificate filed by such court administrator and such special deputies shall be paid in the same manner as deputies in attendance upon terms of court.

**History:** (920-5) 1917 c 312 s 5; 1969 c 1151 s 4; 1986 c 444; 1Sp1986 c 3 art 1 s 82

**387.23 MS 1967 [Repealed, 1969 c 1151 s 9]**

**387.24 MS 1967 [Repealed, 1969 c 1151 s 9]**

**387.25 SETTLEMENTS WITH COUNTY BOARD.**

The sheriff shall settle with and pay over to the county board at its regular sessions and as often as required all money collected or received for the use of or belonging to the county.

**History:** (921) RL s 560; 1986 c 444

shall be for three years, and each member of the commission shall be president of the commission during the last year of the term for which appointed.

**Subd. 3. Meetings, officers, rules.** The commission shall meet as soon as possible after its appointment and thereafter on the first Monday in February each year at which meetings it shall select from its members a secretary who shall serve until a successor is elected.

The commission shall fix the times of its other meetings, and adopt, amend, and alter rules for its procedure.

**History:** 1957 c 325 s 4-6; 1973 c 123 art 5 s 7; 1976 c 181 s 2; 1986 c 444; 2005 c 4 s 91

### **387.34 COMPENSATION OF COMMISSIONERS.**

Each commissioner shall serve without pay, but the county board shall allow the secretary such compensation, not exceeding \$200 per year, as it shall deem necessary and commensurate with the additional services rendered. The commission shall annually submit a budget to the board of county commissioners for approval, modification or rejection. The county shall pay all necessary expenses incurred by the commission within the budget and in the same manner as other county obligations are disbursed, from the general revenue.

**History:** 1957 c 325 s 7; 1986 c 444

### **387.35 DUTIES OF COMMISSIONERS.**

**Subdivision 1. Positions classified; incumbents, service register.** The commission shall have supervision over the employment, promotion, discharge, and suspension of all deputies and employees in the sheriff's department, except special deputies with no salary.

The commission shall, immediately after its appointment and organization, grade and classify all positions and also all present employees of the sheriff's department; and any deputy regularly employed at the time of creation of the civil service commission shall come under the jurisdiction of the commission without examination, and shall not be classified in a position with lower pay scale than said deputy is then receiving.

The commission shall prepare a service register, in which shall be entered, in their classes, the names, ages, compensation, period of past employment and such other facts and data with reference to each employee as the commission may deem useful, in order to better ascertain the standing of each deputy and employee for the purpose of promotions.

The commission shall act in no more than an advisory capacity regarding salaries in the sheriff's department, and sections 387.31 to 387.45 shall in no way change the manner of fixing salaries of deputies.

**Subd. 2. Application register.** The commission shall keep a second register to be known as the application register in which shall be entered the names and addresses, in the order of the date of application, of all applicants for examination and the positions or employment they seek. All applications shall be upon forms prescribed by the commission and contain such data and information as the commission deems necessary and useful.

**History:** 1957 c 325 s 8,9

of their standing in the examination. This expanded certification applies only to positions to be filled from the public and does not apply to promotional appointments.

(d) Copies of the rules must be kept posted in a conspicuous place in the sheriff's main office.

**History:** 1957 c 325 s 10; 1986 c 444; 1993 c 15 s 1

### **387.37 REMOVAL ONLY UPON CHARGES.**

No deputy sheriff or employee after continuous employment of one year shall be removed or discharged except for cause upon written charges and after an opportunity to be heard in defense of the charges as in sections 387.31 to 387.45 hereinafter provided. Such charges shall be investigated by or before such civil service commission. The finding and decision of such commission shall be forthwith certified to the sheriff, to be forthwith enforced.

Nothing in sections 387.31 to 387.45 shall limit the power of the sheriff, or the superior officer in the sheriff's absence, to suspend a subordinate for a reasonable period not exceeding 30 days for the purpose of discipline, or pending investigation of charges when it appears such suspension is advisable.

**History:** 1957 c 325 s 11; 1969 c 218 s 1; 1986 c 444

### **387.38 GRADES, STANDARDS.**

The commission shall ascertain the duties of each position, and employment in the sheriff's department of said county, and designate by rule as well as may be practicable the grade of each position. The commission shall prescribe standards of fitness and efficiency for each position and for each grade, and adapt its examinations thereto.

**History:** 1957 c 325 s 12

### **387.39 EXAMINATIONS.**

Subdivision 1. **Described; examiners.** All examinations shall be impartial, fair, and practical, designed only to test the relative qualifications and fitness of applicants to discharge the duties of the particular employment which they seek to fill. No question on the examination shall relate to the political or religious convictions or affiliations of the applicant. All applicants for positions of trust and responsibility shall be specially examined as to moral character, sobriety, and integrity, and all applicants for position requiring special experience, skill, or faithfulness shall be specially examined in respect to those qualities. It shall be the duty of the sheriff and of any employee to act as an examiner or assistant examiner, at the request of the commission, without special compensation therefor. The members of the commission collectively or individually may act as examiners or assistant examiners.

Subd. 2. **Notice; eligible register; limit, transfer.** Notice of the time, place, and scope of each examination shall be given by publication and posting as specified in section 387.36, and by mailing such notice to each applicant upon the appropriate list of the application register ten days in advance. The names of those found eligible upon examination, after giving credit for character and previous successful experience, shall be entered with their address and percentages on the eligible register. No name shall remain upon the eligible register more than two years without a new application, and if the rules of the commission so require, a new examination. When a vacancy has been filled or new appointment made, the names selected shall be stricken from the eligible register and transferred to the service register.

**History:** 1957 c 325 s 13,14

or paying any assessment, subscription, or contribution for any candidate, party, or political purpose, is guilty of a misdemeanor and shall be subject to suspension or removal.

**History:** 1957 c 325 s 16; 1983 c 247 s 148; 1986 c 444

#### **387.42 EMPLOYEES UNDER CIVIL SERVICE COMMISSION JURISDICTION.**

Any deputy sheriff regularly employed on a full-time basis at the time of the creation of the civil service commission shall automatically come under the jurisdiction of the civil service commission, consistent with duties of the commission as outlined in sections 387.31 to 387.45.

**History:** 1957 c 325 s 17

#### **387.43 DISCONTINUANCE OF CIVIL SERVICE COMMISSION.**

Subdivision 1. **Unanimous board or majority election.** Any sheriff's civil service commission created pursuant to the provisions of sections 387.31 to 387.45 may be discontinued and abolished by either of the following methods: by a resolution adopted by the county board on a unanimous vote a certified copy of which shall be filed in the office of the county auditor, or upon obtaining the approval of a majority of the electors voting on the question of abolishing the civil service system. The election shall be initiated by resolution adopted by a majority vote of the county board or by a petition signed by ten percent of the number of legal voters voting at the last general county election. The resolution or petition shall be filed with the county auditor.

Subd. 2. **Election process.** When a proper resolution or petition according to the preceding subdivision has been filed in the office of the county auditor, the auditor shall submit the question to the voters of the county at the next following special or general county election occurring at least 30 days from such filing of such petition. The question on the ballot shall be stated substantially as follows:

"Shall the sheriff's civil service commission be abolished?"

**History:** 1957 c 325 s 18,19; 1969 c 1099 s 2; 1986 c 444

#### **387.44 APPLICATION.**

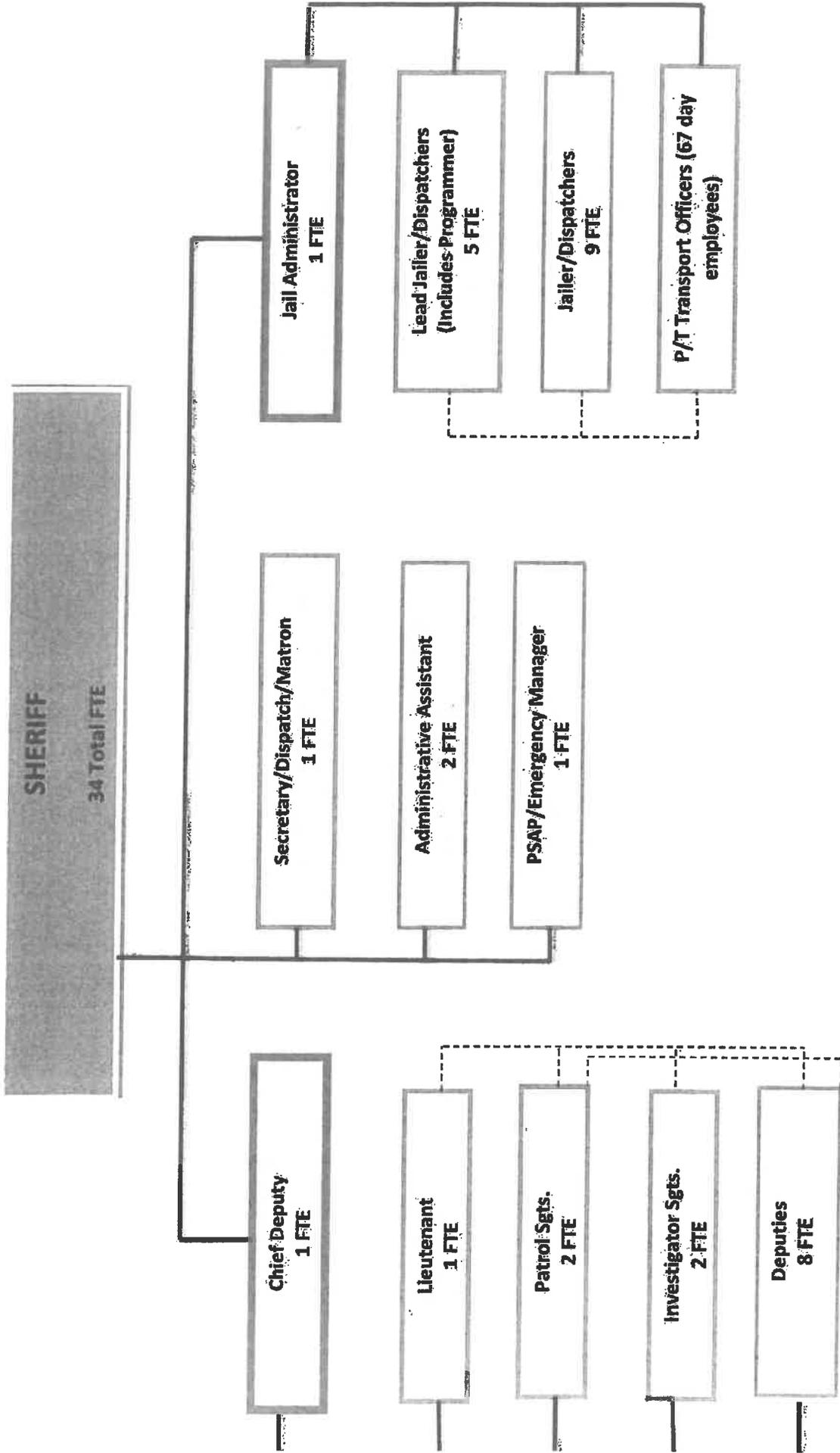
Sections 387.31 to 387.45 shall not apply and shall have no force or effect upon any county until the requirements and procedure for creation of a sheriff's civil service commission as herein outlined have been complied with.

**History:** 1957 c 325 s 20

#### **387.45 VETERANS PREFERENCE LAW NOT AFFECTED.**

Sections 387.31 to 387.45 do not exclude or modify the application of sections 197.455 and 197.46, known as the Veterans Preference Law.

**History:** 1957 c 325 s 21; 1980 c 509 s 146





# **HOUSTON COUNTY SHERIFF'S OFFICE**

306 South Marshall Street Suite 1100 Caledonia MN 55921

**Brian L. Swedberg - SHERIFF**



December 16, 2025

Dear Houston County Board of Commissioners,

**Thank you for giving me the opportunity for me to give input for the 2026 salary for the sheriff's position.**

**Below is a list of my responsibilities, duties, experience, qualifications, and performance. This is not a complete list, but it is the majority.**

The Sheriff's Office consists of 6 Divisions:

- o Administration
- o Emergency Management
- o Investigations
- o Jail (adult & JDC)
- o Patrol
- o Support Services

### **Personnel**

The Sheriff's Office staff consists of 14 full-time deputies, 15 full-time dispatch/detention staff, 3 full-time administrative assistants, 1 full-time Jail Administrator, 1 full-time Emergency Manager/PSAP Coordinator, and 3 part-time transport officers. The Sheriff also has a Sheriff's Posse consisting of 27 members.

### **Sheriff Duties & Responsibilities**

The Sheriff must have a Peace Officer's license issued by the Board of Peace Officer Standards and Training (P.O.S.T.). All licensed peace officers must have a minimum of 48 hours of continuing education every 3 years. Included in that today are mandated crisis response and different use of force type of training. Each 3-year cycle, I have hundreds of hours of training, not just the minimum. I still believe in being the example for our deputies in having more training than we need.

**The Sheriff is the chief law enforcement officer of the county.**



# **HOUSTON COUNTY SHERIFF'S OFFICE**

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**Brian L. Swedberg - SHERIFF**



## **Duties**

The duties and powers of the Office of Sheriff authorized by Minnesota state law are found in Chapter 387 of the Minnesota Statutes, and hundreds of times throughout state statute & state administrative rules. The Sheriff is an officer of the court with a duty to deliver and carry out orders of county courts, transport prisoners, and serve writs, processes, and other judicial documents. The Sheriff provides criminal justice center and court security.

Additional duties: develop, plan, and implement office goals and objectives; make & administer policies and procedures; coordinate daily activities with the chief deputy; review and evaluate methods and procedures; development of the yearly budget; monitor and approve expenditures; and present reports to county officials, county board, and Spring Grove City Council.

The Sheriff shall also pursue and apprehend all felons, execute all processes, writs, precepts, and orders issued or made by lawful authority and to the sheriff delivered, attend upon the terms of the district court and perform all the duties pertaining to the office, including investigating recreational vehicle accidents involving personal injury or death that occur outside the boundaries of a municipality, searching and dragging for drowned bodies, and searching and looking for lost persons.

## **Sheriff's responsibility for Posse:**

- **Oversee**
- **Applications**
  - Accept
  - Review
  - Background
  - Recommendation to Posse Board
- **Coordinate training**
- **Coordinate events**
  - Search and rescue
    - Drone, walking in various search patterns, horseback, UTV, ATV, snowmobile, boat
  - Traffic control
  - Community outreach
- **Public relations event**
- **Attending monthly evening meetings**



# **HOUSTON COUNTY SHERIFF'S OFFICE**

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Worked directly with the Spring Grove official for all aspects of contracting law enforcement (contract, budget, scheduling, enforcement, reports to city officials, etc.). 2025 City of Spring Grove contracted budget is \$358,260.05. Possibly 2026 contract with a budget of \$220,000.

## **Responsibilities**

The Sheriff's responsibility includes protecting life and property and preserving peace through programs designed to enforce laws, prevent crimes, and provide an efficient level of response to both emergency and non-emergency requests for law enforcement services, providing a secure and safe correctional facility; promoting coordinated and diverse programs, activities and services with other law enforcement agencies; and developing an effective, motivated workforce through education, training, and career opportunities.

The Sheriff has the responsibility of reviewing all permits to carry and permits to purchase applications. After lengthy review, I decided if a person's application is approved or denied. I receive applications from all Houston County residents (including city residence) and any person out of state. Currently, we received 280 permits to carry applications and 144 permits to purchase applications for 2025.

The goal of the office is to evolve and improve in the continuing task of operation and service in the most efficient way possible.

## **Experience & Qualifications**

- Started in 1991 (34 years of full-time employment) with Houston County Sheriff's Office
  - Jailer/Dispatcher: 8 years
  - Deputy: 2 years
  - Lieutenant: 17 years
  - Chief Deputy: 4 years
  - Sheriff: 3 years
- Interim Emergency Manager & Jail Administrator
- Basic Emergency Management Certification
- Director of Emergency Management Certification (Only Sheriff in Minnesota)
- MN SE Regional Area Communication board member for over 6 years
- February 2023: taught at the Minnesota Sheriff's Association "New Chief Deputy orientation" for all the new Chief Deputies in the state.
- ICLD: Institute of Credible Leadership Development: 200 hours
  - The training has been designed to enhance the professionalism of those working in the criminal justice field, while it develops the character and sharpens the skills of the



# **HOUSTON COUNTY SHERIFF'S OFFICE**

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**Brian L. Swedberg - SHERIFF**



guardian-servant who leads with compassion, ethical decision-making, emotional intelligence, and moral courage.

- NSI (National Sheriff's Institute) & NIC (National Institute of Corrections) certification at FBI National Academy in Quantico, VA
  - National Sheriffs' Institute Leadership Course
  - National Sheriff's Institute Jail Administrator Course
- FAA Part 107 license (drone pilot commercial & non-recreational purposes): 2-hour test
- ServSafe Food Handler certificate
- MN certified food protection manager from the Department of Health
  - Was needed ASAP when previous Jail Administrator left employment

## **Committees/Organization:**

- SE Regional Advisory Committee
- SE Violent Crime Enforcement Team Committee
- Minnesota Sheriff's Association & MN DNR Boat, Water, Snowmobile, and ATV Committee
- La Crescent Lions Club: By being part of the Lions Club, it helps to stay connected with a variety of residents
- Bluff Country Hidden Heroes

## **Performance**

- Kept all nine yearly budgets within reasonable parameters
  - 2025 budgeted expenditures: \$5,393,809
  - 2025 budgeted revenue: \$1,203,819
- Beside ensure the 155-page County's Personnel Policy is followed
  - Writing/updating/oversee/enforcing 661-page Sheriff's Office policy book
  - Writing/updating/oversee/enforcing 709-page Detention Center policy book
    - Transitioned from paper to electronic
- 2024 DOC approved Houston County to be an 8-day JDC (3<sup>rd</sup> one in MN)
- Worked on potentially converting the Houston County Jail from an ADC & 8-day juvenile JDC to a full-time JDC and a 72-hour adult holding facility
  - After researching, currently there is not enough demand to make the transition
- Multiple awards throughout my career from the MN DPS for Safe & Sober (currently called TZD Towards Zero Deaths)
- Certificate of Valor for my actions during the 2007 flooding
- Houston County Adult Detention Center was also classified as an 8-day temporary juvenile holding facility (3<sup>rd</sup> one in the state). (additional income for the county)



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**Brian L. Swedberg - SHERIFF**



- Worked directly with Vernon County Wisconsin Sheriff to have an agreement for shared law enforcement on the Mississippi River. (budget savings & only county in the area that has this type of agreement)
- Only Houston County Sheriff to make headway with the West Channel of the Mississippi issues. Residents called and complimented me on the work I have done.
  - 2025: No complaints to the Sheriff's Office or Commissioners since issuing permits
- Work with Commissioners to have an ATV ordinance & Sheriff's Office permitting process.
- Only Houston County Office/Department Head to reallocate yearly budget pay off 8 of the 13 leased Sheriff's Office vehicles. (budget savings)
- Received multiple compliments from residents, visitors, Spring Grove City Administrator, City Council, and Mayor complimenting on how well the Sheriff's Office is in Spring Grove
- Retaining staff even with the high standards that I require
- Proposed a revised budget that would retain both deputies that were hired due to the Spring Grove contract decreasing
- Worked with the City of La Crescent and other county departments to make the 1<sup>st</sup> of 2 National Gravel Bicycle Competitions safe in Houston County. Including overseeing the events on race day: Saturday, September 20<sup>th</sup>, 2025: 6am to 5pm
- As Sheriff, I don't receive vacation and sick leave benefits unlike the non-elected employees. But realistically I could take advantage of it, but I don't. I took about a total of two weeks of vacation time in 2025, and some of those times I brought my laptop with to do work. I also took less than a week off due to being sick and my mother passing away. If I had benefits like the deputies, I would have accumulated 6 weeks of vacation and approx. 2.5 weeks of sick leave, which they can save and then cashout and turned into HSA. The amount of time I took off this year is normal for me. I put work as a very high priority.

## 2026 Updates:

- Will be acquiring Kwik Trip gas cards starting in 2026. Kwik Trip will give us a \$0.12 per gallon discount. This will have a potential saving of over \$2,000.
- Working with Caledonia Community Education to sponsor a Boat and Water training course.
  - Currently the only option is to take the class and test is online.
  - By having the training in person, the students will be able to understand the law, rules, and safety concerns better, and the students will be able to ask questions.
  - I and another deputy will teach the class and will administer the state exam



# **HOUSTON COUNTY SHERIFF'S OFFICE**

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**Brian L. Swedberg - SHERIFF**



- Will be attempting to provide other training to county citizens
  - Snowmobile & ATV training and certification
  - Firearm Safety training and certification
  - Discuss these courses with all the school districts with the hope of incorporating these classes into the school's curriculum throughout the county.
- Ensure the 2026 National Gravel Bicycle Competition is safe and successful for everyone including the citizens of Houston County
- Twice a year give presentation on Elderly fraud/scams
- Give presentation at the City of Caledonia Community Coffee Breaks
- Give presentations at the Tessmer Farm Safety event

## **Salary Request:**

The board set my salary at \$141,473.00 for 2025.

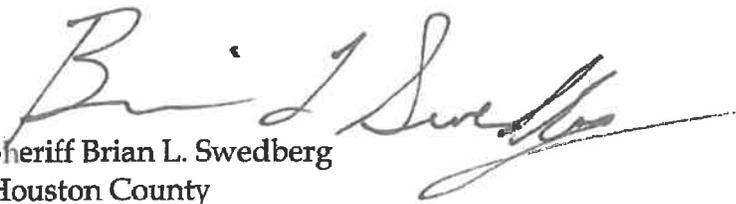
The 2025 average salary for all MN Sheriff is \$150,038.96.

The 2025 average salary for a Sheriff in the Southeast corner of MN (District 6) is \$158,811.41  
With a 3.5% COLA increase these amounts would increase to \$155,290.32 & \$164,369.81

With everything said, I believe that I am doing above and beyond expectations of an average MN Sheriff and overqualified compared to the majority of other MN Sheriff.

For the reasons I stated and the dedication I have shown, I am asking for a 3.5% cola increase and a 3% increase that coincides with the county's banding step increments. For 2026, I am asking for my salary to be set at \$150,817.29.

Just to mention that the top of the county's approved E82 banding for 2026 is \$156,603.20, which doesn't include any extra benefits a non-elected official would receive on the E82 band.

  
Sheriff Brian L. Swedberg  
Houston County

*preserving the peace and public trust*



# **HOUSTON COUNTY SHERIFF'S OFFICE**

306 South Marshall Street Suite 1100 Caledonia MN 55921

**Brian L. Swedberg - SHERIFF**



## **County Tenure Peer Comparison for Sheriff**

### **Tenure Summary**

<b>Number of Counties</b>	<b>87</b>
<b>Average Tenure</b>	<b>8.6 years</b>
<b>Median Tenure</b>	<b>7 years</b>
<b>Minimum Tenure</b>	<b>3 years</b>
<b>Maximum Tenure</b>	<b>23 years</b>

### **Southeast Minnesota Peer Comparison**

<b>County</b>	<b>Years as Sheriff</b>
Houston	3
Fillmore	7
Winona	11
Wabasha	23
Olmsted	10
Dodge	11
Mower	7
Freeborn	3
Goodhue	7

### **Regional vs Statewide Comparison**

<b>Houston County</b>	<b>3</b>
<b>SE Minnesota Avg</b>	<b>10.2</b>
<b>Statewide Avg</b>	<b>8.6</b>
<b>Statewide Median</b>	<b>7</b>

## Minnesota Sheriff Salary Comparables

### Overview

This document provides a comparative snapshot of sheriff compensation across selected comparable-sized counties in southeastern Minnesota. The counties included are similar in population, rural character, service demands, and regional labor market conditions, making them appropriate peers for compensation benchmarking. The analysis includes base salary, years of service as sheriff, and estimated county population. The data is intended to support compensation and peer comparisons.

### Sheriff Salary & County Population Comparison

County	Sheriff Annual 2025 Salary	Years as Sheriff	Estimated County Population	Notes
Dodge County, MN	\$135,293	10 years	~21,242	Mid-sized SE Minnesota county
Fillmore County, MN	\$139,482	8 years	~21,502	Comparable rural county
Freeborn County, MN	\$145,000	3 years	~30,314	Largest population in peer group
Wabasha County, MN	\$134,185	23 years	~21,463	Longest-serving sheriff
Houston County, MN	\$141,473	3 years	~18,500	Smallest population in peer group

### Observations

Sheriff salaries across these comparable counties fall within a relatively narrow range, approximately \$134,000 to \$145,000.

Houston County's sheriff salary is competitive despite having the smallest population among peer counties.

Freeborn County has both the highest population and highest reported salary, which may reflect scale of operations or workload.

<b>2024</b>		<b>2025</b>	
<b>Calls for service</b>	<b>4374</b>	<b>Calls for service</b>	<b>4037</b>
<b>Criminal cases</b>	<b>532</b>	<b>Criminal cases</b>	<b>471</b>
<b>Arrests</b>	<b>80</b>	<b>Arrests</b>	<b>82</b>

RESOLUTION # 25-53

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the Houston County Board of Commissioners effective January 1, 2026:

Ward 1 – Cindy Wright	\$23,000.00
Ward 2 – Eric Johnson	\$23,000.00
Ward 3 – Kurt Zehnder	\$23,000.00
Ward 4 – Robert Schult	\$23,000.00
Ward 5 – Greg Myhre	\$23,000.00
Houston County Board of Commissioners	

Adopted in Caledonia, Minnesota on this 30 day of December 2025.

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson, Board Chair

Attest:

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Brent Parker, County Coordinator

RESOLUTION # 25-54

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the Houston County Commissioner Per Diem Payments

NOW, THEREFORE, the Houston County Board of Commissioners approves the following:

Per diems shall be paid to commissioners attending a meeting listed on the current year's formal list of committee's assignments, which is adopted at the first meeting in January of each year, or as amended throughout the year. Per Diems will also be paid for meetings and events which pertain to and are directly related to county business. Per diems will be paid as per state statute. Commissioners will not receive a per diem for attending the regularly scheduled Tuesday County Board meetings, however they are eligible for a per diem for other county meetings held on Tuesdays. Commissioners may only receive one per diem in instances of multiple meeting attendance.

County Commissioner Per Diem rates are as follows:

In county meetings	\$40.00
Out of county meetings via Zoom	\$40.00
Out of county meetings	\$65.00
Planning Commission meetings	\$100.00
Planning Commission sessions for	
Updating the ordinance	\$50.00
Board of Adjustment	\$100.00
Site Visit	\$45.00

HOUSTON COUNTY BOARD OF COMMISSIONERS

---

Eric Johnson Board Chair

Attest:

---

Brent Parker, County Coordinator



# HOUSTON COUNTY

## GROUNDBREAKING CONNECTIONS

### Professional Services Agreement

**THIS CONTRACT**, and amendments and supplements thereto, is between the COUNTY of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Groundbreaking Connections LLC (hereinafter CONTRACTOR).

**WHEREAS**, COUNTY, pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional/technical services, and

**WHEREAS**, COUNTY is in need of professional economic development and COUNTY Coordinator support services to assist the COUNTY Board in fostering a durable local economy through a wide range of planning and development initiatives.

**WHEREAS**, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

**NOW, THEREFORE**, it is agreed:

- I. **TERM OF CONTRACT**. This contract shall be effective on **January 1, 2026**, or upon the date the final required signature is obtained by COUNTY, whichever occurs later, and shall remain in effect through **December 31, 2026**. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY's authorized representative.
- II. **CONTRACTOR'S DUTIES**. The CONTRACTOR will provide a wide range of professional economic development and COUNTY Coordinator support services. The CONTRACTOR will provide up to four days per week up to 1600 hours of service per calendar year. (These days/hours exclude two weeks of paid vacation for the CONTRACTOR. If the COUNTY has a holiday during the week on a regular scheduled CONTRACTOR day the CONTRACTOR will make up the holiday on a day they would normally not be at the COUNTY).

Professional economic develop strategic measures to leverage public and private resources to foster economic innovation and advance the economic advantage of COUNTY business and industry including but not limited to:

- Identifying potential economic opportunities that through a wide range of innovative collaborations and provide the Board with an assessment of the potential impact of proposed initiatives

- Identify grant funding opportunities
- Provide loan packaging services for COUNTY'S business assistance programs
- Administer local, regional, and state revolving loan funds, as necessary
- Review/update the COUNTY's Economic Development Work Plan
- Plan, facilitate, and/or conduct the COUNTY's community and business development projects, including as necessary, staffing those projects in consultation with and as directed by the COUNTY:
  - Seek municipal involvement
  - Foster relationships and partnerships to enhance meeting the COUNTY'S goals
  - Prepare economic development guidelines
  - Promote the use of local assets to support and promote businesses and value-added processes
  - Provide direction and oversight to *The Bluff Country Collaborative* and *Farming Initiative*
- Develop and/or assist with local surveys
- Assist with COUNTY's economic development marketing efforts, including coordinating efforts with the COUNTY web-site development
- Develop and coordinate and host COUNTY economic development forums

Professional Support for the COUNTY Coordinator will provide administrative and professional support to the COUNTY Coordinator and board of commissioners including but not limited to:

- Help to act as a liaison between the general public and COUNTY departments, the COUNTY Coordinator, and the Board of Commissioners
- Assist the COUNTY with external communications
- Research various topics for the COUNTY as needed
- Attend Board of Commissioner regular meetings and work sessions
- Assist the COUNTY Coordinator in maintaining an accurate record of official board proceedings and preservation of documents
- Submit agenda supportive documents and to IT for posting
- Draft Board communications: gather information as may be necessary
- Manage COUNTY board public notice postings
- Develop/maintain Board of Commissioners Board's 2026/2027 calendar

### III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Compensation for Year 2026 will be EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for professional services; commencing on January 1, 2026 or upon the date the final required signature is obtained by COUNTY whichever is later.
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed ZERO DOLLARS, (\$0.00).

The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred unless it receives prior written approval for such travel from COUNTY'S authorized representative.

**B. Terms of Payment**

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of invoices by the 10<sup>th</sup> of each month for the preceding four weeks of professional services performed and acceptance of such services by COUNTY'S Authorized Representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of, as determined at the sole discretion of its, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR on the first of the month following the month of services.

**IV. AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

**A. COUNTY'S authorized representative for the purpose of administration of this contract is:**

Name: Brent Parker  
Address: 304 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-5822  
E-Mail: bparker@hocomn.gov

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

**B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:**

Name: Allison Wagner  
Address: 516 South Decorah Street  
Caledonia, MN 55921  
Telephone: (507) 458-2492  
E-Mail: Allison@GroundbreakingConnections.com

**V. CANCELLATION AND TERMINATION**

This contract may be canceled by COUNTY or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**VI. ASSIGNMENT**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

**VII. LIABILITY**

The CONTRACTOR shall indemnify, save, and hold COUNTY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by COUNTY, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for COUNTY'S failure to fulfill its obligations pursuant to this contract.

**VIII. INDEPENDENT CONTRACTOR**

It is understood and agreed by and between the parties to this Agreement that nothing herein is intended or should be construed in any manner as creating or establishing the relationship of principle-agent, partners, joint ventures, or associates between the parties, or as constituting Contractor as the employee of COUNTY for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to any and all work performed under this Agreement.

**IX. WORKERS' COMPENSATION**

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

**X. INSURANCE REQUIREMENTS**

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1million minimum per occurrence
- Excess Liability Coverage - \$2 million over the general and automobile coverage.
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT.  
See Exhibit A.

**XI. PUBLICITY**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY as the sponsoring agency and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

**XII. NON-DISCRIMINATION, MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**XIII. DATA DISCLOSURE**

The CONTRACTOR may be required to provide either a social security number, or a federal taxpayer identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities.

**XIV. GOVERNMENT DATA PRACTICES ACT**

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**XV. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in the CONTRACTOR'S or COUNTY's opinion is likely to arise, the CONTRACTOR shall, at COUNTY's discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

**XVI. JURISDICTION AND VENUE**

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County, Caledonia, Minnesota.

**XVII. AMENDMENTS**

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

**XVII. STATE AUDITS**

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by COUNTY and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

**XVIII. SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

**THIS SPACE INTENTIONALLY BLANK**

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**CONTRACTOR:**

Allison Wagner
Title: Owner
Date:

**HOUSTON COUNTY**

For Houston County, by
Eric Johnson
Title: Houston County Board Chair
Date:

For Houston County, by
Brent Parker
Title: County Coordinator
Date:

**APPROVED AS TO FORM AND EXECUTION:**

By
Suzanne Bublitz
Title: Houston County Attorney
Date:

**EXHIBIT A**

**ACORD CERTIFICATE OF LIABILITY**

# 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: 23-Dec-25

Person requesting appointment with County Board: Amelia Meiners

**Issue:**

ZA Approval/Denial: Chandler and Olivia Lamke and A&K Development LLC - Rezone an area from the Agricultural Protection District to Residential in La Crescent Township.

**Justification:**

The Planning Commission recommended the BOC approve the ZA request.

**Action Requested:**

Final Approval/Denial by the County Board. (Agenda, Hearing Notice, Findings, and Board Packet are attached.)

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

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

## NOTICE OF PUBLIC HEARING

### PLEASE TAKE NOTICE:

That an application has been made by Chandler and Olivia Lamke and A&K Development LLC, 2005 County 6, La Crescent, MN 55947, to rezone (Section 8.2, Subdivision 2) an area from the Agricultural Protection District to the Residential District in La Crescent Township on the following premises, to-wit:

PT NE1/4, Section 8, Township 104, Range 4, Houston County, Minnesota. (Parcel# 08.0091.006).

Said applicants standing and making application are as fee owner of said described lands.

A hearing on this application will be held at the Houston County Commissioner's Room, City of Caledonia, Minnesota at 6:00 p.m. on Thursday, December 18, 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 [Zoning@HoCoMN.gov](mailto:Zoning@HoCoMN.gov), and must be received by Tuesday, December 9, 2025 to be included for review prior to the hearing. All comments are considered part of the public record.

### HOUSTON COUNTY PLANNING COMMISSION

By Amelia Meiners  
Zoning Administrator

ADV: December 3, 2025



**HOUSTON COUNTY  
BOARD OF ADJUSTMENT AND  
PLANNING COMMISSION  
AGENDA  
Thursday, December 18, 2025**

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

**BOARD OF ADJUSTMENT**

Approve Minutes for November 20, 2025

**VARIANCE HEARINGS:**

- 5:00 pm      ***Ellenz Family Living Trust – Caledonia Township***  
Variance to reduce setback requirements for a proposed dwelling addition from an existing feedlot (Section 33.16, Subd. 6).
- 5:15 pm      ***Matthew & Elizabeth Morey – Caledonia Township***  
Variance to reduce setback requirements for a proposed dwelling addition from a septic tank (Section 29.22, Subd. 7).
- 5:30 pm      ***Ross & Shauna Mundinger – Brownsville Township***  
1) Variance to reduce top of shoreland bluff setback requirements for a proposed dwelling (Section 22-22.6, Subd. 4, Subs. 1 (d)).  
2) Variance to reduce front yard setback requirements for a proposed dwelling (Section 14-14.7, Subd. 3).  
3) Variance to reduce side yard setback requirements for a proposed dwelling (Section 14-14.8, Subd. 1).

**PLANNING COMMISSION**

Approve Minutes for November 20, 2025

**ZONING AMENDMENT HEARINGS:**

- 6:00 pm      ***Chandler & Olivia Lamke – La Crescent Township***  
Rezone an area from Agricultural Protection District to Residential (Section 8.2, Subd. 2).

**HOUSTON COUNTY PLANNING COMMISSION**  
*Chandler and Olivia Lamke – La Crescent Township*

Section 8.6 of the Houston County Zoning Ordinance requires that the Board make findings in support of a decision but does not prescribe specific criteria. The following findings are proposed by staff for your consideration. As each application is unique, the standards cited below have been interpreted to find reasonable connections.

1. Policy 2 of the Goals and Policies section in the Comprehensive Land Use Plan (CLUP) encourages rural housing development away from recognized commercial agricultural areas and into areas with marginal agricultural soil.
2. Policy 9 of the Goals and Policies section and Policy 3.2 encourage rural housing where the soils, topography and water table are such that the individual sewage disposal systems can properly function. This location has been reviewed by a licensed contractor and preliminary paperwork submitted.
3. Policy 1 under Agriculture Goals and Policies calls for protection of prime agricultural land by limiting development in agricultural areas. This soil type is considered prime; however, the limited area of this terrace is not well suited to row crops and the soils are poorly draining.
4. This area will keep development closer to existing development and the public road which will minimize impact on the land.
5. The Future Land Use Map identifies areas within two miles of incorporated cities as urban expansion areas.
6. The proposed parcel meets buildable lot and lot area standards identified in the Houston County Zoning Ordinance.

Chairman Munson asked for a motion on the findings if there were no additional comments or questions.

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

Chairman Munson asked for a motion on the rezone request if there were no additional comments or questions.

Franklin Hahn made a motion to recommend the Houston County Board approve an amendment to the zoning map for the portion of PID identified in this report from Agricultural Protection to Residential with one condition in La Crescent Township.

1. The rezoned area shall only contain one buildable lot unless a plat is approved under Section 36 of the Houston County Zoning Ordinance.

Larry Gaustad seconded. A roll call vote was taken. Motion passed six to one.

<b>Board Member</b>	<b>Yes</b>	<b>No</b>	<b>Comment</b>
Wayne Feldmeier		X	
Larry Gaustad	X		
Johnathon Glasspoole	X		
Josh Gran	X		
Franklin Hahn	X		
Eric Johnson	X		

Chase Munson	X		
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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**  
12/9/2025

Application Date: 12/1/2025  
Hearing Date: 12/18/2025  
Petitioner: Chandler & Olivia Lamke, A & K Development  
Reviewer: Amelia Meiners  
Zoning: Ag Protection to Residential  
Address: TBD County 6  
Township: La Crescent  
Parcel Number: 080091006  
Submitted Materials: Zoning Amendment Materials

## OVERVIEW

### REQUEST

The applicants are requesting to amend the zoning map to change a portion of PID 08.0091.006 from the Agricultural Protection District to the Residential District.

### SUMMARY OF NOTEWORTHY TOPICS

This site is located west of the City of La Crescent along CSAH 6. The property is currently zoned agricultural protection but the applicant is requesting to rezone otherwise they are restricted from an additional dwelling due to the quarter-quarter rule. The lot size is proposed to be approximately 15 acres, but much of this is low ground that falls within the shoreland and floodplain overlay districts or under Wetland Conservation Act regulation, so further development is likely not possible.

Since this is an area of the County where soils have been difficult for locating septic systems they were reviewed preliminarily, and percolation tests were completed. Because two type I (standard septic system) locations could not be found on site a variance was required and that was granted in September 2025.

Relevant sections of the Houston County Zoning Ordinance are below:

**Buildable Lot.** *A lot of record, or other lot, tract, or parcel legally recorded with the County Recorder that meets the requirements of this Ordinance. Buildings or structures shall not be permitted on land which has a slope of twenty-four (24) percent or greater. The buildable lot shall have the minimum lot area required for the district in which it is located, and which not more than ten (10) percent of the required lot area is collectively comprised of:*

- *Area of a slope of twenty-four (24) percent or greater.*
- *A shoreland impact zone as defined by this Ordinance.*
- *Protected waters as defined in this Ordinance.*
- *Wetlands as classified in the U.S. Fish and Wildlife Service. Circular No. 39.*

All access roads that service a new building site or dwelling shall be constructed with a final slope of less than 12%. All finished driveways shall be constructed in conformity with Section 29.19.

**SECTION 15 – RESIDENTIAL DISTRICT**

**15.9 LOT AREA STANDARDS**

**Subdivision 1. Minimum Lot Area.** All new dwellings shall be located on a Buildable Lot as defined in this Ordinance and have a minimum lot area as set forth below:

- (1) Lots with Individual Sewage Treatment Systems and Water Wells. Dwelling units with individual sewage treatment systems and water wells shall have a minimum lot area of forty-three thousand five hundred sixty (43,560) square feet. Individual sewage treatment systems and water wells must conform to the standards in this Ordinance.

**15.10 LOT WIDTH AND DEPTH STANDARDS**

**Subdivision 1. Minimum Lot Width and Depth Standards.** Every lot or plat of land on which a single family dwelling is constructed shall have the minimum standards as set forth below:

- (1) Lots with Individual Sewage Treatment Systems and Water Wells. Lots with individual sewage treatment systems and water wells shall have a lot width of not less than one hundred (100) feet and lot depth of not less than one hundred fifty (150) feet.
- (2)

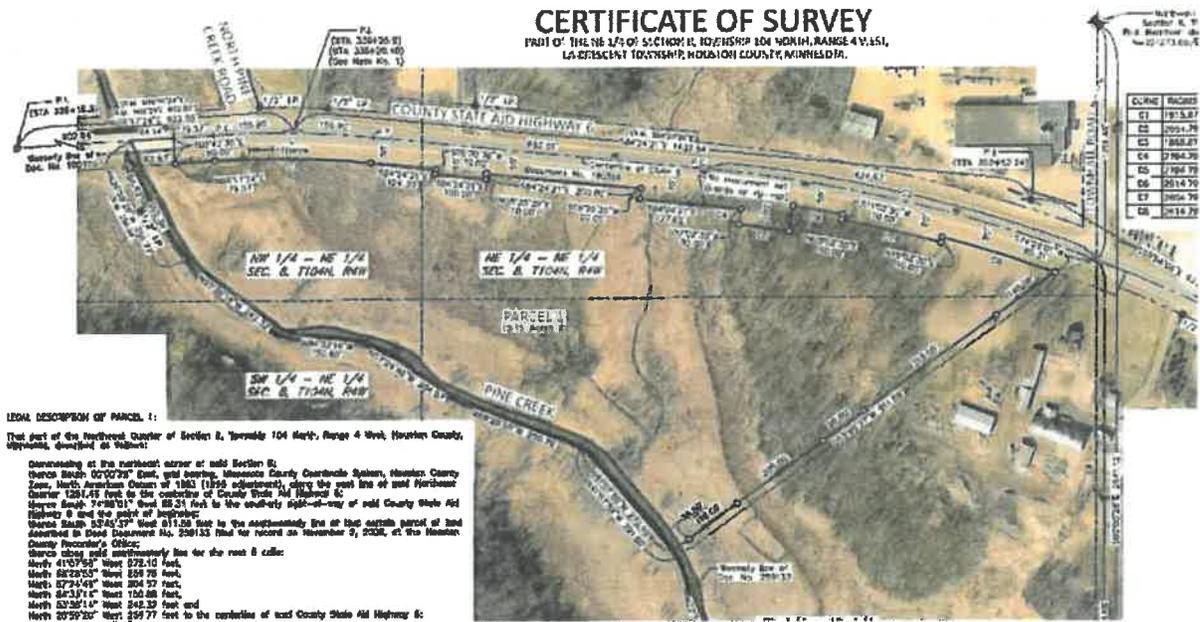


Figure 1. Proposed rezone boundary. Full survey is included in the packet.

**TOWNSHIP AND NEIGHBORHOOD COMMENTS**

La Crescent Township and the City of La Crescent were notified along with the ten nearest property owners. Four comments were received and are included in the packet. There seems to be misinformation out there regarding the scope of this request.

## SITE CHARACTERISTICS

This area is part of an old farmstead. The existing dwelling and outbuildings on the parcel will be split off and remain under current ownership. Slopes are minimal in the location of the proposed dwelling and soils are classified as 1862, a silty clay, which is actually a prime ag soil under our ordinance (IIIw). It's further described as a poorly draining soil found on stream terraces that is difficult to use for cultivated crops. Pasture and woodland may be more suitable but require careful management for success.

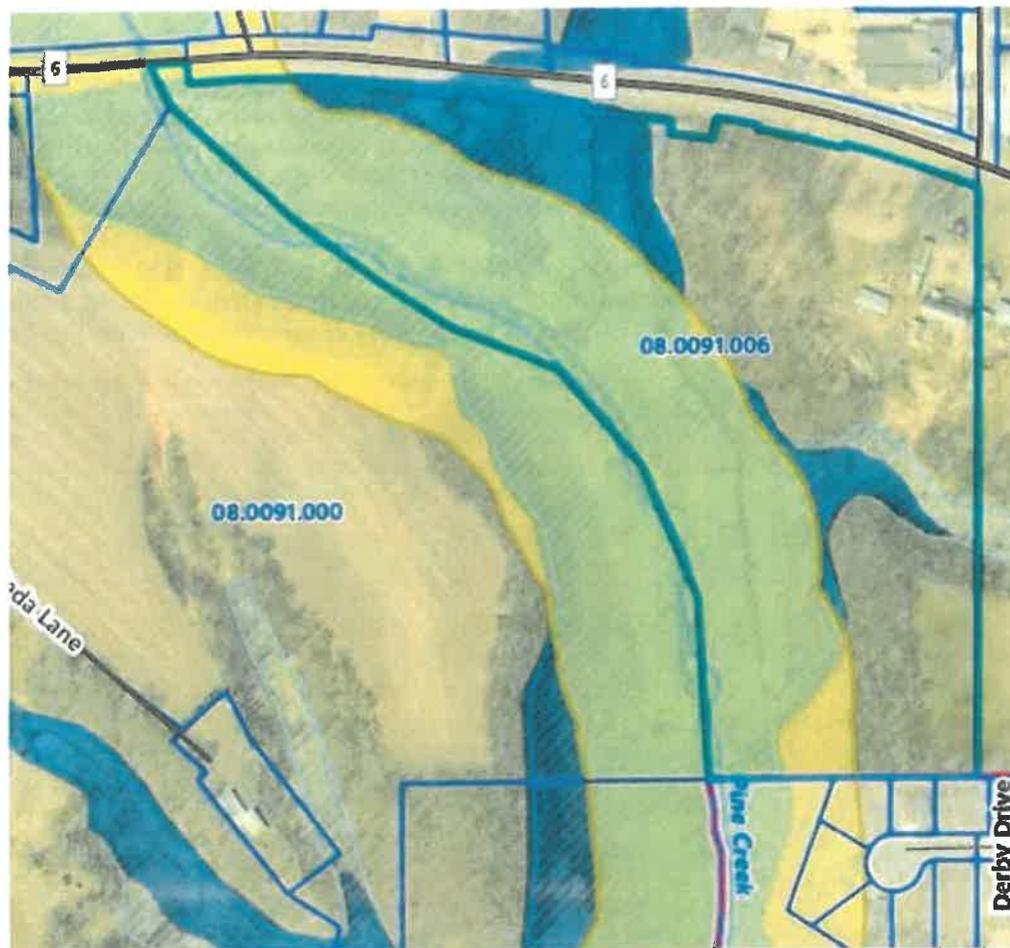
A specific dwelling location has not been reviewed but there should be adequate area to accommodate a dwelling that meets all setback requirements at this location, pending the change in zoning districts. The applicant did indicate a location on the site plan within the previous variance request (see Fig. 2).



**Figure 2. Proposed building site from previous variance request.**

Pine Creek is approximately 450 feet to the southwest of the proposed dwelling location. As previously mentioned, much of this parcel is located in the floodplain and shoreland overlay districts or within wetland. The proposed dwelling location is up on a small plateau so after considering the steep slopes and water features there are actually very limited development opportunities on this parcel (see Fig. 3).

The parcel meets the buildable lot standard and septic requirements for new lots. The applicant has been working with the Highway Department on a new access for this location. There are no feedlots or mines in the vicinity.



**Figure 3. Yellow shows the shoreland overlay district, blue is FEMA floodplain, the blue hashed area denotes wetland and Pine Creek runs along the current west property line.**

The City of La Crescent has moved westward in recent years with the Horse Track Meadows development and this property borders city limits on the southeast. In addition, it is surrounded by multiple residentially zoned parcels (see Fig. 4). AI's Concrete Products, which is across the road, is zoned General Industry. The applicant is living in the existing farmhouse on this parcel so realizes the truck traffic and nuisances that may be associated with the neighboring industrial activities.

The poor soils and limited area at this location restrict its use for agricultural purposes so a dwelling site is a good use of the property. As mentioned, soil was a concern for septic treatment but further investigations determined that the soil has the capacity to take on water. Additionally, this proposal keeps the land in the family for another generation.

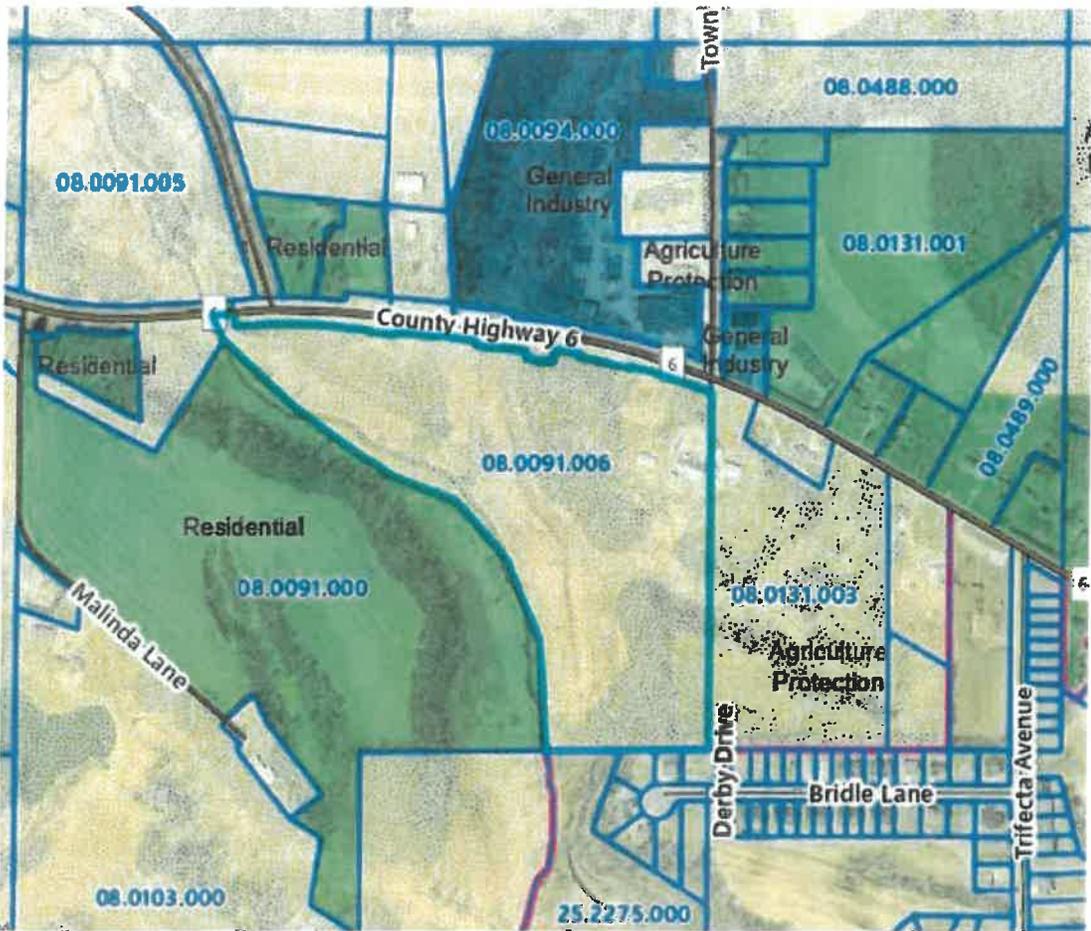


Figure 4. Zoning districts of parcels adjacent to the requested rezone. The purple outline is the perimeter of city limits.

# Houston County Future County Land Use

Houston County Comprehensive Plan  
Houston County, MN

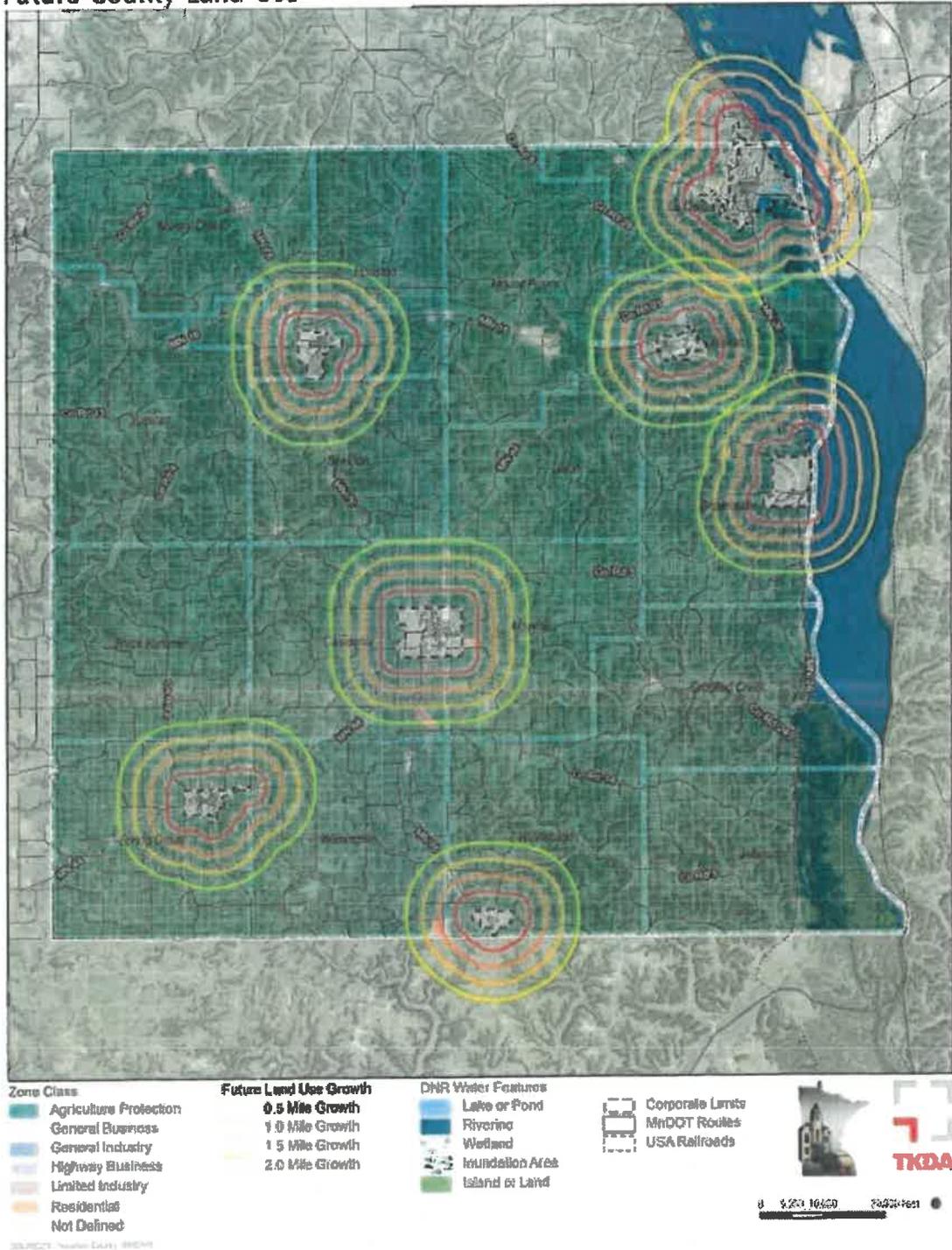


Figure 2.9 Houston County Future Land Use Map

Figure 5. Fig. 2.9 from Comprehensive Land Use Plan (page 30).

## EVALUATION

Section 8.6 of the Houston County Zoning Ordinance requires that the Board make findings in support of a decision but does not prescribe specific criteria. The following findings are proposed by staff for your consideration. As each application is unique, the standards cited below have been interpreted to find reasonable connections.

1. Policy 2 of the Goals and Policies section in the Comprehensive Land Use Plan (CLUP) encourages rural housing development away from recognized commercial agricultural areas and into areas with marginal agricultural soil.
2. Policy 9 of the Goals and Policies section and Policy 3.2 encourage rural housing where the soils, topography and water table are such that the individual sewage disposal systems can properly function. This location has been reviewed by a licensed contractor and preliminary paperwork submitted.
3. Policy 1 under Agriculture Goals and Policies calls for protection of prime agricultural land by limiting development in agricultural areas. This soil type is considered prime; however, the limited area of this terrace is not well suited to row crops and the soils are poorly draining.
4. This area will keep development closer to existing development and the public road which will minimize impact on the land.
5. The Future Land Use Map identifies areas within two miles of incorporated cities as urban expansion areas.
6. The proposed parcel meets buildable lot and lot area standards identified in the Houston County Zoning Ordinance.

The Planning Commission may add additional findings as they see fit.

## RECOMMENDATION

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

1. The rezoned area shall only contain one buildable lot unless a plat is approved under Section 36 of the Houston County Zoning Ordinance.

Proposed motion: Motion to recommend amending the zoning map for the portion of PID 08.0091.006 identified in this report from agricultural protection to residential, contingent upon the one condition above.

**TODD J. BILLE, Ed.D.**

733 Trifecta Avenue  
La Crescent, MN 55947

December 8, 2025

Houston County Planning Commission  
Environmental Services Department  
304 S Marshall St, Room 209  
Caledonia, MN 55921

Re: Oppose rezoning Parcel ID 08.0091.006 from Agricultural Protection District to Residential District

Sent via email to: [Zoning@HoCoMN.gov](mailto:Zoning@HoCoMN.gov) and [AMeiners@HoCoMN.gov](mailto:AMeiners@HoCoMN.gov)

Dear Members of Houston County Planning Commission:

I am writing to formally oppose the proposed rezoning of Parcel ID 08.0091.006 from an Agricultural Protection District to residential use. This agricultural land holds significant value for our community and converting it to residential development would have lasting negative consequences.

Below are key reasons why this rezoning should not be approved:

- **Importance of Preserving Farmland:** Agricultural land is a finite resource. Once converted to residential use, it cannot be reclaimed for farming. Protecting farmland ensures enjoyment and usage for future generations.
- **Environmental Protection:** Agricultural land helps absorb rainfall, refresh groundwater, and reduce flooding risks. Paving over farmland for housing increases stormwater runoff, erosion, and increases the risk of polluting nearby wetlands and waterways.
- **Biodiversity and Habitat:** Farms and open fields provide essential habitats for wildlife, pollinators, and birds. Residential housing would disrupt the overall ecosystem and reduce biodiversity.
- **Economic Value of Agriculture:** Local farms contribute long-term to the economy through agribusiness and jobs. Residential development provides a short-term business opportunity, which does not continue long-term.
- **Infrastructure Strain:** Residential development increases demand for roads, schools, utilities, and emergency services. These costs are often borne by taxpayers and can outweigh the benefits of new housing.
- **Community Character:** Agricultural land contributes to the rural identity and scenic beauty of our area. Rezoning risks eroding this character and replacing it with suburban feeling.
- **Long-Term Planning:** Protecting agricultural zones ensures that development occurs in areas already designated for housing, rather than consuming valuable farmland.

For these reasons, I strongly urge you to reject the proposed rezoning and preserve this land for agricultural use. Protecting farmland is not only an investment in our local economy but also in the health, sustainability, and resilience of our community.

Thank you for your consideration.

Sincerely,



Todd J. Bille

**Houston County Planning Commission**

**Environmental Services Department**

304 S Marshall St, Room 209

Caledonia, MN 55921

**Re: Oppose rezoning Parcel ID 08.0091.006 from Agricultural Protection District to Residential District**

Sent via email to: [Zoning@HoCoMN.gov](mailto:Zoning@HoCoMN.gov) and [AMeiners@HoCoMN.gov](mailto:AMeiners@HoCoMN.gov)

**Dear Members of Houston County Planning Commission:**

I am writing to formally oppose the proposed rezoning of Parcel ID 08.0091.006 from an Agricultural Protection District to residential use.

- **Lack of Notice and Transparency:** Adjacent landowners and residents were not given sufficient notice about this proposed rezoning. There has been no clear communication regarding the scope of development, including the number of homes planned or the timeline for construction.
- **Impact on Property Values and Tax Base:** Many of us paid premium prices for our lots based on the expectation of agricultural surroundings. If the new development does not include city sewer and water, the value of our properties will be negatively impacted, and the tax base could be destabilized.
- **Construction Noise and Traffic:** Our community has already endured several years of construction and associated disruptions. We believed this period was over, and the prospect of renewed heavy equipment, noise, and traffic is deeply concerning.
- **Infrastructure and Services:** There is no clear plan for how additional traffic, emergency services, and utilities will be managed without burdening existing residents.
- **Strategic Growth:** Maintaining agricultural zoning ensures that new housing is built in areas already planned for development, rather than encroaching on productive farmland.
- **Preserving Rural Character:** Our neighborhood is valued for its open spaces and country-like atmosphere, which would be diminished by dense residential development.

- **Maintaining Scenic Appeal:** The charm of our community lies in its peaceful, rural setting—a quality that new housing projects would compromise.
- **Protecting Community Identity:** Residents chose this area for its country feel and natural beauty. Rezoning threatens the very character that makes our neighborhood special.
- **Safeguarding Lifestyle:** The quiet, spacious environment is central to why people live here. Increased development would erode that sense of tranquility.

I strongly urge you to reject the proposed rezoning and preserve this land for agricultural use.

Thank you for your consideration.

Sincerely,

Lenore Marcotte

**From:** [Kim Peck](#)  
**To:** [HoCo Zoning](#)  
**Cc:** [Bruce Eisenmenger](#)  
**Subject:** Rezoning application submitted by Lamke and A&K Development  
**Date:** Monday, December 8, 2025 2:54:16 PM

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**\*\*\* 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.

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To Whom It May Concern:

Thank you for notifying me of the upcoming public hearing re the rezoning application submitted by Chandler and Olivia Lamke and A & K Development, LLC.

This land is adjacent to my neighborhood (Horse Track Meadows) so I have some questions that I would like addressed prior to or during the public hearing.

First, the notice indicates the land parcel is currently part of the Agricultural Protection District. Please explain what criteria are required for land to be included in an Agricultural Protection District. Do these criteria protect wetlands and other natural habitats and if so, how would the rezoning of this land parcel impact protected habitats?

Second, the application is to rezone the land parcel to a residential district. What kind of residential development is being considered for this land parcel? Specifically, how many housing units and what types are being proposed for this property?

Thank you in advance for addressing the questions I have set forth in this communication. I look forward to your response.

Sincerely,

Kimberley T Peck

729 Trifecta Avenue  
La Crescent, MN 55947



**From:** [Mike Lewandowski](#)  
**To:** [HoCo Zoning](#)  
**Subject:** Lamke/A&K Development Rezoning  
**Date:** Tuesday, December 9, 2025 8:23:09 PM

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**\*\*\* HOUSTON COUNTY SECURITY NOTICE \*\*\***  
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Hi there,

Our family will not be able to attend the 12/18/25 hearing regarding this, but I did want to offer some minor input (and it may end up being a non-issue anyways). We live at 801 Bridle Lane (on the corner of Trifecta and Bridle); our only concern is regarding the roads/means of access for this new area. My understanding is that Derby Drive will be extended to, in part, connect with this new development. Will Trifecta Avenue be the primary access point for any new residential development, or are additional roads from County Road 6 going to be established first? If Trifecta ends up being the main access point initially, we would ask that there to be some consideration as to how traffic/vehicle congestion would be mitigated during the initial phases of development.

Thank you!  
Mike Lewandowski

**8.2 REQUIRED INFORMATION AND EXHIBITS**

**Subdivision 2. Applications to Change District Boundaries or Land Use**

**1. The names and addresses of the petitioners, and their signatures to the petition.**

October 18, 2024

The petition for this land use change is submitted by the current landowners of Parcel No. 08.0091.006 in La Crescent, MN, Jeff & Brian Wieser (A&K Development). Our goal is to rezone a portion of the property to residential so Brian's daughter and her husband, Olivia & Chandler Lamke, can purchase the residentially zoned area and build a home for her family. The requested change will apply only to a specific area of the parcel, ensuring minimal impact on the surrounding land and community.

Below is a map of parcel 08.0091.006 with the proposed area to be rezoned to residential outlined in red. This area equates to approximately 16 acres of the 37.97 acre parcel. Within this proposed residentially zoned area, the potential building site where the single-family home would be built is highlighted yellow and the driveway is green.

*Brian Wieser*  
Brian Wieser  
574 Malinda Lane  
La Crescent, MN 55947

*Jeff Wieser*  
Jeff Wieser  
31965 Buehler Ridge Road  
La Crescent, MN 55947

*Olivia Lamke*  
Olivia Lamke  
2005 County 6  
La Crescent, MN 55947



**2. A specific description of the area proposed to be rezoned or amended and the names and addresses of all owners of property lying within one quarter (1/4) mile of such area, and a description of the property owned by each.**

- Map showing ¼ mile radius around parcel 080091006



- Please see attached document with names and addresses of all owners of property lying within one quarter (1/4) mile of parcel 080091006 (labeled "2a - Names and Addresses of All Owners of Property Lying Within One Quarter Mile").

**3. The present district classification of the area and the proposed district classification.**

The present district classification of parcel 080091006 is AGRICULTURE PROTECTION. The proposed district classification is RESIDENTIAL.

**4. Proposed use of the land (a statement of the type, extent, area, etc.).**

We are applying for a change in the land use designation for a portion of property located at Parcel No. 08.0091.006 in La Crescent, MN. This request seeks to reclassify part of the parcel from agricultural to residential, allowing Brian's daughter to build a single-family home on the newly designated residential portion.

**Details of the Proposed Use:**

- **Type:** Residential
- **Extent:** The reclassification applies only to a portion of Parcel No. 08.0091.000. A land survey will define the exact boundaries of the residential parcel, ensuring that the remainder remains under agricultural designation.
- **Area:** Approximately 16 acres of the 37.97-acre parcel will be designated for residential use, while the remaining portion will stay agriculture.
- **Planned Development:** We intend to build a single-family home with typical residential amenities such as a driveway, garage, and septic system (subject to necessary permits). The landscaping will complement the surrounding environment to ensure the development blends well with the area.

**Factors in support of rezoning request:**

- Property subject to rezoning request abuts already existing residential zoned property on its west side
- Approximately fourteen (14) residences within a quarter mile of the proposed building site.
- Area complies with technical requirements regarding setbacks and slopes of the zoning ordinance. The intended building site is a level area. The potential driveway area would have a slope of less than 24%. See document labeled "Property Slope & Setbacks" for more details.
- The property is of sufficient size to provide for a septic system and installation of well.
- Proposed building site is within a quarter mile of the city limits of the City of La Crescent.
- The area in question would generally be considered a rural residential area with residential properties on larger parcels.
- The parcel in question is not actively used for agricultural pursuits.
- Adding additional housing stock benefits Houston County, La Crescent Township, La Crescent-Hokah School District.

**5. Compatibility with the Land Use Plan of Houston County a statement of conditions warranting the change in zoning district or uses.**

The proposed amendment complies with the goals and policies set forth in the County Comprehensive Plan.

- The proposed rezoning does not take agricultural land out of production.

- The property is sufficient size for an onsite well and septic system can be accommodated.
- The property currently abuts property zoned residential.
- The proposed amendment does not adversely impact any natural resources such as wetlands, water bodies, or bluff or adversely impact adjacent property.
- The proposed amendment would not require the expansion of county facilities infrastructure or services to the extent that an unreasonable financial burden would be placed on Houston County.
- The Comprehensive Plan under Future County Land Uses identifies the area as in the future land use growth.
- The proposed amendment does not conflict with any agricultural uses.
- The location of the building structure would not promote scattered residential development.
- In addition to the fourteen (14) residential housing previously mentioned, the Horse Track Meadows Development is also approximately a quarter of a mile from the building site.

**6. A legal description of the property to be rezoned or amended.**

Legal description of parcel 080091006: Sect-08 Twp-104 Range-004 37.97 AC PT NE1/4 LY S OF CSAH#6 & N OF LINE A DOC #201026; DOC 259133  
Property ID: R08.0091.006

There currently is not legal description of the proposed area we are requesting to rezone to residential. If the Planning Commission approves the rezone prior to expending resources and people's time on drafting the information, we will complete this after approval.



Za - Names and Addresses of All Owners of Property Lying Within One Quarter Mile

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCitySizlp	Description of Property
80028000	BEARE,RODNEY R & GAIL L	1115 TOWN HALL RD			LA CRESCENT, MN 55947	Agriculture Protection
80038000	MIGHALL,IVOR FAMILY TRUST	1330 TOWN HALL RD			LA CRESCENT, MN 55947	Agriculture Protection
80039000	THOMPSON,GARY L & TOMISA R	1030 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80041000	VOSS,KYLE & ABBY	2494 COUNTY 6			LA CRESCENT, MN 55947	Rural Vacant Land
80042000	PLZAK,WM J & MAUREEN A	2350 N PINE CREEK RD			LA CRESCENT, MN 55947	Residential, Managed Forest Land
80045000	TOPP,STEVEN T & KELLY S	30451 MULDER ROAD			LA CRESCENT, MN 55947	Residential, Rural Vacant Land
80091000	PINE CREEK PROPERTIES, LLC, C/O BRIAN WIESER	574 MELINDA LANE			LA CRESCENT, MN 55947	Agricultural, Rural Vacant Land
80091002	MIENERGY	31110 COOPERATIVE WAY	PO BOX 626		RUSHFORD, MN 55971	Public Utility
80091003	LA CRESCENT SNOWMOBILE CLUB	2485 COUNTY 6	PO BOX 54		LA CRESCENT, MN 55947	Commercial Seasonal Recreation
80091004	WIESER,JASON P & AMBER	4017 COUNTY 6			LA CRESCENT, MN 55947	Agricultural
80091005	VOSS,KYLE & ABBY	2494 COUNTY 6			LA CRESCENT, MN 55947	Residential, Rural Vacant Land
80091006	A & K DEVELOPMENT LLC	200 TWILITE ST			LA CRESCENT, MN 55947	Agricultural, Residential on Agricultural, Rural Vacant Lot
80091007	HOLTHAUS,JEFFREY FAMILY TRUST	614 SHORE ACRES RD			LA CRESCENT, MN 55947	Residential
80091008	PLZAK,WM J & MAUREEN A	2350 N PINE CREEK RD			LA CRESCENT, MN 55947	Rural Vacant Land
80091009	BERNS,GERALD W & RUTH A	695 MALINDA LN			LA CRESCENT, MN 55947	Residential
80092000	GREENING,JOHN C & SUSAN C	1010 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80093000	PAYNE,TIMOTHY C & KASEY M	2280 COUNTY 6			LA CRESCENT, MN 55947	Residential
80093001	WIESER,AUDRA ERIN	2240 COUNTY 6			LA CRESCENT, MN 55947	Residential
80093002	COUNTY OF HOUSTON	304 S MARSHALL ST			CALEDONIA, MN 55921	County Road
80094000	AL'S CONCR PRODUCTS INC	800 TOWNHALL RD			LA CRESCENT, MN 55947	General Industry
80094001	HOLTHAUS,JEFFREY FAMILY TRUST	614 SHORE ACRES RD			LA CRESCENT, MN 55947	Rural Vacant Land
80096000	AL'S CONCR PRODUCTS INC	800 TOWNHALL RD			LA CRESCENT, MN 55947	Industrial Land & Buildings
80097000	HOLTHAUS,JEFFREY FAMILY TRUST	614 SHORE ACRES RD			LA CRESCENT, MN 55947	Residential
80097001	COUNTY OF HOUSTON	304 S MARSHALL ST			CALEDONIA, MN 55921	Agricultural
80098000	LA CRESCENT TOWNSHIP	830 TOWNHALL RD			LA CRESCENT, MN 55947	Municipal Public Building
80100000	HORN,CHRISTOPHER 2	1367 COUNTY 25			LA CRESCENT, MN 55947	Rural Vacant Land
80102000	HORN,CECELIA M	1900 COUNTY 25			LA CRESCENT, MN 55947	Rural Preserve
80102002	HORN,CHRISTOPHER 2	1367 COUNTY 25			LA CRESCENT, MN 55947	Rural Vacant Land
80103000	WIESER,BRIAN & KATHY REV TRUST	574 MALINDA LANE			LA CRESCENT, MN 55947	Agricultural, Rural Preserve
80108001	MOLDENHAUER,EDWARD & REBECCA, KATHY SUE & BRIAN WIESER	700 BECKMAN RD			LA CRESCENT, MN 55947	Agricultural, Rural Preserve
80108002	PINE CREEK PROPERTIES, LLC, C/O BRIAN WIESER	574 MELINDA LANE			LA CRESCENT, MN 55947	Rural Vacant Land
80109000	HEETER,RANARD R	2520 COUNTY 6			LA CRESCENT, MN 55947	Residential
80113000	TOPP,STEVEN T & KELLY S	30451 MULDER ROAD			LA CRESCENT, MN 55947	Rural Vacant Land
80113001	HANDEL,EDWARD S & ELIZABETH A	105 N 7TH ST	PO BOX 143		BROWNSVILLE, MN 55919	Rural Vacant Land
80125002	HORN,CHRISTOPHER 2	1367 COUNTY 25			LA CRESCENT, MN 55947	Rural Vacant Land
80130000	NIEBELING,THOMAS & COLLEEN M	830 SPORTSMANS VALLEY RD			LA CRESCENT, MN 55947	Residential, Rural Vacant Land
80131000	WIESER,ALOYS W, TRISHA L WIESER	1985 COUNTY 6			LA CRESCENT, MN 55947	Residential
80131001	AL'S CONCR PRODUCTS INC	800 TOWNHALL RD			LA CRESCENT, MN 55947	Industrial Land & Buildings
80131003	A & K DEVELOPMENT LLC	200 TWILITE ST			LA CRESCENT, MN 55947	Agricultural
80131004	POELLINGER,JOHN E JR	1895 COUNTY 6			LA CRESCENT, MN 55947	Residential
80131005	LUSK,GREGORY J & ELLEN M	1890 COUNTY 6			LA CRESCENT, MN 55947	Residential
80131006	ROWE,DAVID A & CHRISTINE A	855 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80404000	HEETER,RANARD R	2520 COUNTY 6			LA CRESCENT, MN 55947	Residential
80405000	REED,WAYNE K	2630 COUNTY 6			LA CRESCENT, MN 55947	Residential
80406000	REED,WAYNE K	2630 COUNTY 6			LA CRESCENT, MN 55947	Residential
80417000	BERNS,GERALD W & RUTH A	695 MALINDA LN			LA CRESCENT, MN 55947	Residential
80488000	MACH,ROBERT J & MARY E	991 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80489000	WAGNER,JORDAN	1800 COUNTY 6			LA CRESCENT, MN 55947	Residential
80491000	BARGER,LISA M & SCOTT DEMOREST	1860 COUNTY 6			LA CRESCENT, MN 55947	Residential
80492000	LUSK,GREGORY J & ELLEN M	1890 COUNTY 6			LA CRESCENT, MN 55947	Residential
80493000	FALK,STEVEN S & THERESA A	941 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80494000	EKERN,ARTHUR C & MARY ANN	881 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80495000	WIESER,BENJAMIN & EMILY TRUST	821 TOWN HALL RD			LA CRESCENT, MN 55947	Residential
80496000	SCHOMERS,GEROME J & CHRISTINA	1351 TOWN HALL RD E			LA CRESCENT, MN 55947	Residential
80497000	THOMPSON,RICKY A & CATHERINE M	800 BRIDLE LN			LA CRESCENT, MN 55947	Residential
80500000	POELLINGER,JOHN E JR	1895 COUNTY 6			LA CRESCENT, MN 55947	Residential
80510000	ABNET,JASON	1738 COUNTY 6			LA CRESCENT, MN 55947	Residential
80576000	AL'S CONCR PRODUCTS INC	800 TOWNHALL RD			LA CRESCENT, MN 55947	Industrial Land & Buildings
252225000	BAUMGARTNER,DAVID J & ROSE	1755 COUNTY 6			LA CRESCENT, MN 55947	Residential
252226000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252227000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252228000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252229000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252231000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252232000	LA CRESCENT CITY	315 MAIN ST			LA CRESCENT, MN 55947	Municipal Public
252233000	BLUFF COUNTRY LLC	5130 COUNTY 21			LA CRESCENT, MN 55947	Residential Lot
252234000	MORRISON,DIANNE R	713 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252235000	PERVISKY,GERALD J & HEIDI A	715 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252236000	MUNDINGER,GARY & BETH REV TRST	1679 HARTER WAY			THE VILLAGES, FL 32163	Corporate Limits - Residential Lot
252237000	TURNBULL,LISA A	719 TRIFECTA AVE			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252238000	LA CRESCENT CITY	315 MAIN ST			LA CRESCENT, MN 55947	Municipal Public - Other
252275000	LA CRESCENT CITY	315 MAIN ST			LA CRESCENT, MN 55947	Municipal Public - Other
252276000	LA CRESCENT CITY	315 MAIN ST			LA CRESCENT, MN 55947	Municipal Public - Other
252277000	SCHROEDER,ROBERT R & LAUREN A PETERSON	721 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252278000	FOTLAND, JAY & CLAUDIA NEWTON	725 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252279000	EISENMENGER,BRUCE A & KIMBERLEY T PECK	729 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252280000	BILLE,TODD J, LENORE A MARCOTTE	3356 BRIDGEVIEW DE SE			ROCHESTER, MN 55904	Residential
252281000	FEE,TERRY W & JODY A	737 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252282000	REHN,MICHAEL & SHELIE	741 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential
252292000	WALTER, MATTHEW S & KRIS A	424 BACKSTRETCH CT			LA CRESCENT, MN 55947	Residential
252293000	RITTER,JOHN K	420 BACKSTRETCH CT			LA CRESCENT, MN 55947	Residential
252294000	PANTEN,KAREN & JAY CLARK	416 BACKSTRETCH COURT			LA CRESCENT, MN 55947	Residential
252295000	HAGEN,JOHN A & VERA E	412 BACKSTRETCH CT			LA CRESCENT, MN 55947	Residential
252296000	OLSON,BARBARA J	404 BACKSTRETCH CT			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252297000	OLSON,BARBARA J	404 BACKSTRETCH CT			LA CRESCENT, MN 55947	Residential
252298000	RAND,DAVID, KIMBERLY JORSTAD	9513 MOUNTAINEER AVE			LAS VEGAS, NV 89134	Corporate Limits - Residential Lot
252299000	VOIGHT,KEVIN E & CHELSEA L	500 BEACON VALLEY RD			LA CRESCENT, MN 55947	Residential
252300000	YOUNGBAUER,BRUCE R & HEIDI V	734 TRIFECTA AVE			LA CRESCENT, MN 55947	Residential

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Description of Property
252301000	HOLTY HOME TEAM, LLC	711 ELM ST E			HOUSTON, MN 55943	Residential
252302000	LEWANDOWSKI,MICHAEL & MATHEA	801 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252303000	JOHNSON,CONNOR J & LINDSAY T	3032 S MARION RD			LA CROSSE, WI 54601	Corporate Limits - Residential Lot
252304000	WILDT,TERI L &, MITCHELL V RADER JR.	809 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252305000	HAZELTON,RYAN & MELISSA	833 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252306000	EZDON,THOMAS R & MARILYN A	857 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252307000	VIROCK,LEE	821 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252308000	HELKE,CRAIG & KARLA	7886 COUNTY 18			HOKAH, MN 55941	Residential
252309000	MUNSON,JOHN & JANET J	829 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252310000	CLARINGBOLE,JEENEEN M	839 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252311000	SCHNEDECKER,MARY C	837 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252312000	STOLTZ,RICHARD J & CELIA P	841 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252313000	LAUDERDALE,GARRETT & ANN	845 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252314000	FEUERBACH,KATIE	849 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252315000	DYRHAUG,PATRICIA	853 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252316000	BUSWELL REVOCABLE TRUST	900 DERBY DR			LA CRESCENT, MN 55947	Residential
252317000	KELLER,BRAD E & BRENDA S	848 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252318000	MINEGAR,JOEL C & KELLIE D	844 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252319000	BEDSTED,ONATHAN & KRISSA	840 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252320000	LEDER,LAURA	836 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252321000	GROSSE,KIMBERLY A	832 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252322000	BOTTCHER,ALLISON C	828 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252323000	MAHR, TODD A & SAMUEL W	824 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252324000	MCCANN,ROSS L MARTIN & SUSAN M	820 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252325000	SCHOH,CARL R & ERIC R, C/O LA VERNE R & NANCY L SCHOH	816 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252326000	SMITH,RICKY W & APRIL GILMAN S, APRIL G GILMAN SMITH	812 BRIDLE LANE			LA CRESCENT, MN 55947	Residential
252327000	LANGER,BRANDON S & BRITTANY K	808 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252328000	NORRIS,BENNETT M	1750 ORCHARD VALLEY RD			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252329000	THOMPSON,RICKY A & CATHERINE M	800 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252330000	MCCULLISKEY,CURT J & MICHAELA K	936 REGENT DR			LA CRESCENT, MN 55947	Corporate Limits - Residential Lot
252335000	CYERT,MITCHELL A & JENNIFER L	860 BRIDLE LN			LA CRESCENT, MN 55947	Residential
252336000	SEN,DENNIS & KELSEY ANN	220 EAGLES BLUFF RD			LA CRESCENT, MN 55947	Residential
252337000	RYAN,NICHOLAS L & KIMBERLY R	868 BRIDLE LANE			LA CRESCENT, MN 55947	Residential
252338000	REARDON,THOMAS C & BARBARA A	114 N WALNUT ST			LA CRESCENT, MN 55947	Residential
252339000	PRYOR,JOSEPH P & LAURA J	3631 EBNER COULEE RD			LA CROSSE, WI 54601	Corporate Limits - Residential Lot
252340000	DAVID & MARY LUDWIGSON FAM TRU	857 BRIDLE LN			LA CRESCENT, MN 55947	Residential

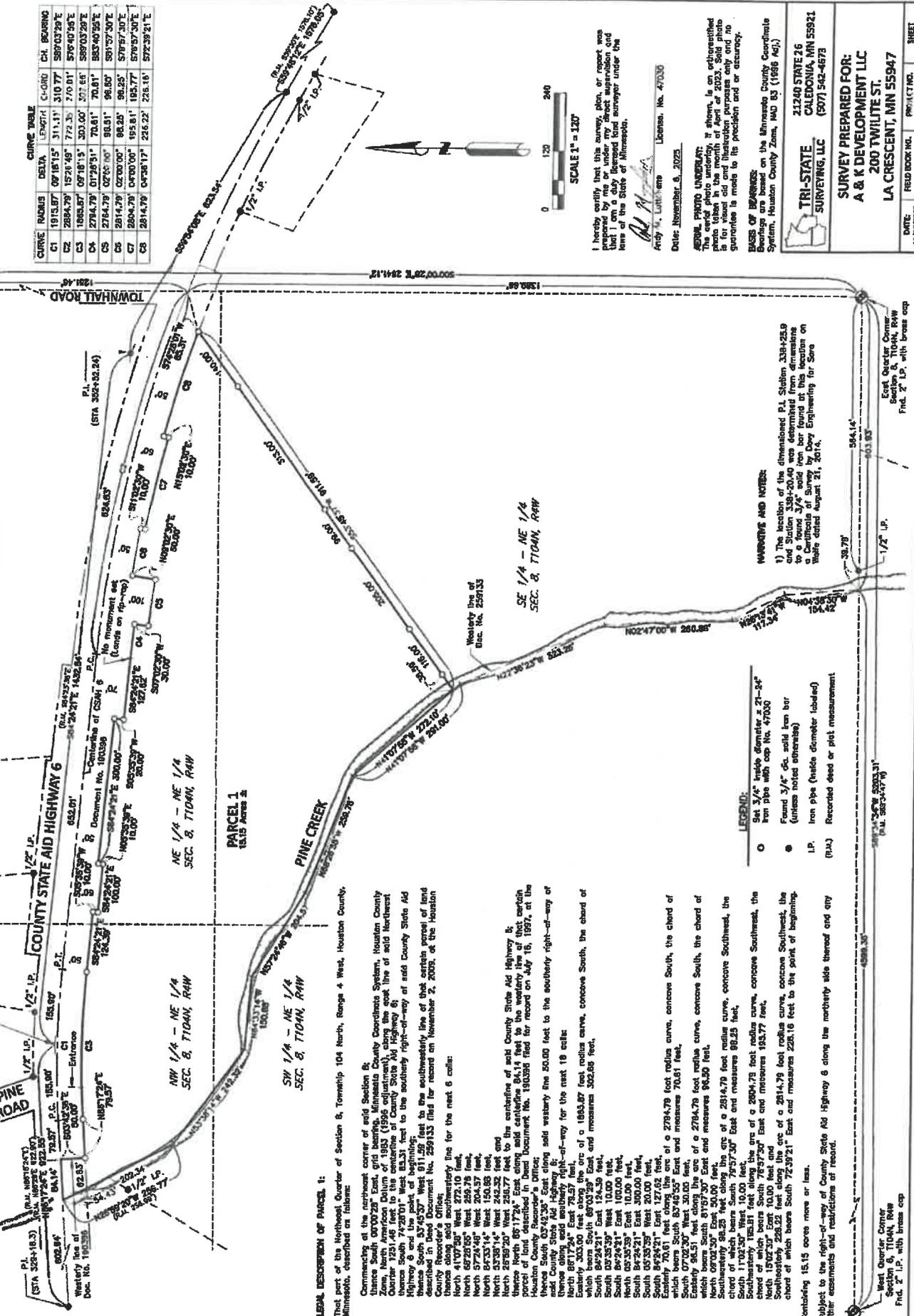


# CERTIFICATE OF SURVEY

PART OF THE NE 1/4 OF SECTION 6, TOWNSHIP 104 NORTH, RANGE 4 WEST, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

CURVE	ROADS	DELTA	LENGTH	C-ORD	CH BEARING
C1	1913.87'	0°18'15"	311.11'	310.77'	S89°03'29"E
C2	2894.79'	15°28'49"	772.35'	770.81'	S76°40'56"E
C3	1893.67'	09°18'15"	303.00'	307.65'	S89°03'29"E
C4	2784.79'	01°26'51"	70.81'	70.81'	S83°40'50"E
C5	2784.79'	02°55'00"	98.20'	98.20'	S91°57'30"E
C6	2894.79'	04°00'00"	855.81'	855.77'	S76°40'56"E
C7	2814.79'	04°38'17"	226.22'	226.16'	S79°39'21"E

Northeast Corner  
Section 6, T104N, R4W  
Fid. Station elev. monument  
11=21273676=53907.47



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Andy M. Lurie  
License No. 47030  
Date: November 8, 2023

**ADDITIONAL PHOTO UNDERLAY:**  
The aerial photo underlay, if shown, is an electronic photo taken in the month of April of 2023. Said photo is for visual aid and illustration purposes only and no guarantee is made as to its precision and accuracy.

**BASIS OF BEARINGS:**  
Bearings are based on the Minnesota County Coordinate System, Houston County Zone, NAD 83 (1986 AD).

21240 STATE 26  
CALEDONIA, MN 55931  
**TRI-STATE SURVEYING, LLC**  
(507) 542-4673

**SURVEY PREPARED FOR:**  
A & K DEVELOPMENT LLC  
200 TWILITE ST.  
LA CRESCENT, MN 55947

DRAWN: J. J. JENSEN  
DATE: 11/08/2023  
FIELD BOOK NO.: 31  
SHEET: 1 OF 1

**WARNINGS AND NOTES:**  
1) The location of the dimensioned P.L. Station 338+25.9 and Station 339+20.40 is shown as an iron monument on a 3/4" solid iron bar found at an iron monument on a Certificate of Survey by Day Engineering for Sora. Made dated August 21, 2014.

- LEGEND:**
- 3/4" solid iron bar with cap (P.L. 47030)
  - Found 3/4" dia. solid iron bar (unless noted otherwise)
  - I.P. Iron pipe (twice diameter labeled)
  - (P.L.) Recorded deed or plot measurement

**LEGAL DESCRIPTION OF PARCEL 1:**  
That part of the Northeast Quarter of Section 6, Township 104 North, Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the northeast corner of said Section 6; thence South 90°00'29" East, grid bearing, Minnesota County Coordinate System, Houston County Zone, NAD 83 (1986 AD), distance 100.00 feet to the center of the northeast corner of said Section 6, Township 104 North, Range 4 West, Houston County, Minnesota, containing 15.15 acres more or less;

thence South 74°29'01" West 83.31 feet to the southerly right-of-way of said County State Aid Highway 6 and the point of beginning;

thence South 35°49'30" West 811.26 feet to the southwestly line of that certain parcel of land described in land Document No. 259133 filed for record on November 2, 2009, of the Houston County Recorder's Office;

thence along said southwestly line for the next 6 coils;

North 41°07'58" West 272.10 feet;

North 69°29'55" West 259.75 feet;

North 57°29'48" West 204.57 feet;

North 65°33'14" West 150.85 feet;

North 52°39'20" West 236.22 feet;

thence along said west line 100.00 feet to the southeastly line of said County State Aid Highway 6;

thence North 69°17'24" East along said centerline 84.15 feet to the westerly line of that certain parcel of land described in land Document No. 180396 filed for record on July 18, 1997, at the Houston County Recorder's Office;

thence along said westerly line 50.00 feet to the southerly right-of-way of said County State Aid Highway 6;

thence North 86°17'24" East 78.57 feet;

thence East 303.00 feet along the arc of a 1883.87 foot radius curve, concave South, the chord of which bears South 69°03'29" East and measures 302.66 feet;

thence South 86°17'24" East 10.00 feet;

South 05°35'39" East 100.00 feet;

North 05°35'39" East 10.00 feet;

South 84°24'21" East 300.00 feet;

South 05°35'39" West 20.00 feet;

South 84°24'21" East 127.62 feet;

thence along said southerly right-of-way for the next 18 coils;

North 07°02'30" West 30.00 feet;

thence South 83°48'55" East and measures 70.61 feet;

thence East 95.51 feet along the arc of a 2764.79 foot radius curve, concave South, the chord of which bears South 81°57'30" East and measures 94.50 feet;

South 09°02'30" West 50.00 feet;

thence along said southerly right-of-way for the next 18 coils;

thence North 83°48'55" East and measures 98.25 feet;

South 11°02'30" West 10.00 feet;

thence South 163.81 feet along the arc of a 2894.79 foot radius curve, concave Southwest, the chord of which bears South 78°37'30" East and measures 193.77 feet;

South 09°02'30" West 10.00 feet and measures 268.50 feet;

thence along said southerly right-of-way for the next 18 coils;

thence North 83°48'55" East and measures 226.16 feet to the point of beginning;

chord of which bears South 72°39'21" East and measures 226.16 feet to the point of beginning.

Containing 15.15 acres more or less.

Subject to the right-of-way of County State Aid Highway 6 along the northerly side thereof and any other easements and restrictions of record.

West Quarter Corner  
Section 6, T104N, R4W  
Fid. 2" I.P. with brass cap

# Houston County Agenda Request Form

Date Submitted: 12/19/2025

Person requesting appointment with County Board: Bethany Moen, Social Services Supervisor

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

**Issue:**

Approval for Tellurian contract.

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

Tellurian 2026 POS contract

**Justification:**

Tellurian provides crisis stabilization services at the La Crosse CARE center. Tellurian is a step down from hospitalization when clients are not ready to return straight to their home. Use of this contract requires

**Action Requested:**

Approval of the contract

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

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



## **PURCHASE OF SERVICE AGREEMENT**

This Agreement, made and entered into by and between Houston County Public Health and Human Services, 304 South Marshall Street, Caledonia, MN 55921, hereafter referred to as the "County", and Tellurian Inc. dba La Crosse CARE Center, 4647 Mormon Coulee Road, La Crosse, WI 54601, hereafter referred to as the "Provider".

WHEREAS, the County determined the need for client specific Crisis Stabilization Services; and

WHEREAS, the County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such services from the Provider; and

WHEREAS, the 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, Houston County and the Provider agree as follows:

**1. TERM:**

The term of this Agreement shall be for the period of January 1, 2026 through December 31, 2027.

**2. SERVICES:**

Crisis Stabilization Services provided to Houston County Public Health and Human Services referred clients at the La Crosse CARE Center.

**3. PAYMENT:**

The Provider shall be paid \$687.00 per day for calendar years 2026 and 2027. See Attachment A for details. To request payment, the Provider shall provide a monthly invoice and description of services to Public Health and Human Services Supervisor for approval. Houston County shall, within 35 days of the receipt of the invoice, make payment to the Provider of the monthly installment amount.

**4. SAFEGUARD OF CLIENT INFORMATION:**

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained; or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the 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 Tim Blumentritt.
- e. The Provider agrees to defend, indemnify, and save and hold the 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.

- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Houston County Public Health and Human Services Department (Houston 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 Houston County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

**5. PROVIDER NOT AN EMPLOYEE:**

It is agreed by the parties that at all times and for all purposes herein, the Provider is an independent provider and not an employee of Houston County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of Houston County and the Provider shall be entitled to none of the rights, privileges, or benefits of Houston County employees except as otherwise stated herein.

**6. INDEMNIFICATION:**

The Provider agrees it will defend, indemnify and hold harmless Houston County, its officers and employees against any and all liability, loss, costs, damages, and expenses which Houston County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

**7. INSURANCE AND BONDING:**

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

b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.

**8. DEFAULT AND CANCELLATION:**

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, Houston County may, upon written notice, immediately cancel this Agreement in its entirety. This Agreement may be canceled with or without cause by either party upon 30 days written notice. It is also understood and agreed that in the event the funding to the County from State, Federal, or other sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

**9. STANDARDS:**

The Provider shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted. The Provider shall have on file with Houston County any current licenses as required by the position. When licensing is required, the revocation of the license shall be cause for cancellation of the agreement.

**10. AMENDMENTS**

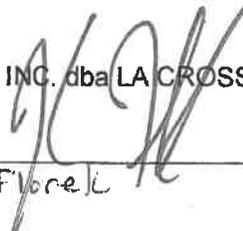
This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

TELLURIAN INC. dba LA CROSSE CARE CENTER

BY:  \_\_\_\_\_  
Kevin Florell  
CEO

DATED: 12/11/2025

HOUSTON COUNTY

BY: \_\_\_\_\_  
Chairperson  
Houston County Board of Commissioners

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

BY:  \_\_\_\_\_  
Director  
Houston County Public Health and Human Services

DATED: 12/9/2025

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_  
Houston County Attorney

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

**AGENCY NAME:** Tellurian Inc.  
**CONTRACT TYPE:** POS – Crisis Stabilization  
**INVOICES:** Houston County Public Health and Human Services  
Attn: Eliana Babinski  
304 South Marshall Street, Room #104  
Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Crisis Stabilization	NA	Per Service Agreements	\$687.00	DAY	Per Service Agreements

## 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 Tellurian Inc. dba La Crosse CARE Center ("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: Eliana Babinski  
Houston County Public Health and Human Services  
304 South Marshall Street  
Caledonia, MN 55921  
dhsaccounting@hocomn.gov

**B. If to Business Associate, to:**

Attn: Tellurian Inc  
4647 Mormon Coulee Road  
La Crosse, WI 54601

**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**

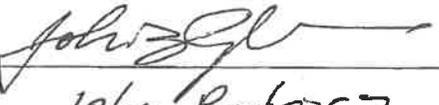
The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or 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:   
Name: Kevin Florel  
Title: CEO  
Date: 12/14/2025

**COUNTY OF HOUSTON**

By:   
Name: John Pugliese  
Title: PH&HS Director  
Date: 12/9/2025







# State of Wisconsin

Department of Health Services  
Division of Quality Assurance

## COMMUNITY-BASED RESIDENTIAL FACILITY LICENSE

KEVIN FLOREK  
5900 MONONA DR STE 300  
MONONA, WI 53716

IS LICENSED TO OPERATE A FACILITY KNOWN AS

CARE CENTER  
4647 MORMON COULEE RD  
LACROSSE, WI 54601

MAXIMUM CAPACITY: 10  
LICENSE NUMBER: 0013220  
DATE ISSUED: 05/18/2010

CLIENT GROUPS SERVED: ALCOHOL/DRUG DEPENDENT

CLASSIFICATION:

EMOTIONALLY DISTURBED/MENTAL ILLNESS

Class A semiambulatory (AS). A class A semiambulatory CBRF may serve only residents who are ambulatory or semiambulatory and are mentally and physically capable of responding to an electronic fire alarm and exiting the facility without any help or verbal or physical prompting.

Otis Woods, Administrator  
Division of Quality Assurance

Kitty Rhoades, Secretary  
Department of Health Services

THIS LICENSE IS EFFECTIVE UNLESS REVOKED, SUSPENDED OR VOLUNTARILY SURRENDERED AND IS NOT TRANSFERABLE OR ASSIGNABLE  
POST IN A CONSPICUOUS PLACE ON PREMISES

**CIVIL RIGHTS COMPLIANCE LETTER OF ASSURANCE**

Children and Families  
DCF-F-154-E

Health Services  
F-00165 (12/2021)

Civil Rights Compliance Period: January 1, 2022 to December 31, 2025:

Tellurian, Inc. (hereinafter "Recipient") agrees that compliance with this assurance constitutes a condition of receiving Federal financial assistance through the Department of Health Services and the Department of Children and Families (the "State Agencies"). This assurance is binding upon Recipient, its successors, transferees, and assignees throughout the Compliance Period, or as long as Federal financial assistance is extended to Recipient, whichever is shorter. The State Agency from which the Federal funds will be paid may enforce this Assurance as a condition of receiving such funds.

Recipient agrees to comply with civil rights monitoring reviews, including providing access to records and requested files related to membership, enrollment and services in the program or activity maintained by the Recipient and, to the extent within its authority, arranging for interviews with staff, clients and applicants for services, subrecipients, and referral agencies. Recipient agrees to cooperate with the State Agency or State Agencies in developing, implementing, and monitoring corrective action plans that result from substantiated civil rights deficiencies.

**By signing on behalf of Recipient, I state that I am authorized to bind Recipient to the terms of this Assurance and to commit the Recipient to the above provisions.**

*Erica Mueller*

\_\_\_\_\_  
SIGNATURE – Authorized Representative

Date: 1/10/2022

Printed name: Erica Mueller

Title: Quality Assurance Specialist

**Instructions for completing Letter of Assurance**

- Complete this signature page
- Include Appendices A-1, A-2 and A-3 with the signature page
- Updates to appendices should be submitted if there are staff or funding changes

**RECIPIENT HEREBY AGREES THAT IT WILL COMPLY WITH ALL APPLICABLE FEDERAL CIVIL RIGHTS LAWS:**

Federal civil rights laws prohibit discrimination of members, applicants, enrollees, and beneficiaries in any programs or activities that receive Federal financial assistance. Those laws include, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and their respective implementing regulations, and prohibit recipients and subrecipients of Federal financial assistance from discriminating on the basis of race, color, national origin, sex, age, disability, and, in some programs, religious creed or political affiliation or beliefs, in their programs or activities, and in retaliating or engaging in reprisals against individuals for opposing discrimination protected under these laws. In addition to those Federal civil rights laws, other laws may apply to recipients of specific Federal programs, and the Recipient must comply with all applicable Federal civil rights laws. Civil rights laws may be created or amended during the time of the Compliance Period. Recipient agrees to comply with the current laws throughout the Compliance Period.

In pursuit of compliance with those laws, the Recipient shall, but not exclusively, do the following:

1. Provide training to all staff on civil rights requirements and methods of providing meaningful access to individuals with limited English proficiency (LEP) and effective communication and equal access to individuals with disabilities.
2. Provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to LEP individuals.
3. Communicate effectively with people who have vision, hearing, or speech disabilities and provide auxiliary aids and services when needed to individuals with communications disabilities at no cost to the person with a disability.
4. Make all programs and activities provided through electronic and information technology accessible to individuals with disabilities and ensure nondiscrimination in providing services and benefits.
5. Ensure that any newly constructed and altered facilities are physically accessible to individuals with disabilities.
6. Have in place a discrimination complaint process and provide notices of its complaint process, translated into the major primary language groups of the LEP individuals in its service area.
7. Post required nondiscrimination statements and notices.
8. Provide accessible programs, facilities, and reasonable accommodations to service participants/customers with disabilities.
9. Provide translation of vital documents for each eligible LEP language group that constitutes at least 5 percent or 1,000 individuals, whichever is less, of the population eligible to be served or likely to be encountered in the recipient's service area.

**RECIPIENT CONTACT INFORMATION**

Name of Recipient Tellurian, Inc.		Date this Form was Completed 1/10/2022	
Street Address 5900 Monona Drive #300			
City Monona		State WI	Zip Code 53716
Name and title of individual designated as Equal Opportunity Coordinator for Civil Rights Compliance questions Erica Mueller			
Address 5900 Monona Dr #300 Monona, WI 53716			
Phone Number 608-204-8547		Email Address emueller@tellurian.org	
Name and title of individual designated as LEP Coordinator to assist LEP individuals and individuals with disabilities Erica Mueller			
Address 5900 Monona Dr. #300 Monona, WI 53716			
Phone Number 608-204-8547		Email Address emueller@tellurian.org	
Name and title of Recipient-Authorized Representative Making Assurances Erica Mueller			
Address 5900 Monona Dr. #300 Monona, WI 53716			
Phone Number 608-204-8547		Email Address emueller@tellurian.org	

**Instructions for completing Recipient Contact Information**

Fill in all the blanks on this form.

Some smaller entities may not have dedicated LEP/ADA Coordinators or Civil Rights Compliance Officers.

The individuals designated above can be (but don't have to be) same person (e.g., the Authorized Representative).

**FUNDING RELATIONSHIP TO DHS / DCF**

- Recipients may receive Federal funding through one or more State Agencies to administer one or more Federal programs or activities.
- Clarifying the multiple funding streams will help the State Agencies identify mutually funded recipients as well as to determine oversight and coordination between the State Agencies.

			Contract or Program Name	Funding Amount (\$)
<b>DHS</b>				
Our agency/entity has a direct contract, direct grant, funding agreement or purchase order (PO) with DHS to receive Federal funding.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	1.	
			2.	
			3.	
<b>DCF</b>				
Our agency/entity has a direct contract, direct grant funding agreement or purchase order (PO) with DCF to receive Federal funding	<input type="checkbox"/> Yes	<input type="checkbox"/> No	1.	
			2.	
			3.	
<b>DHS / DCF</b>				
Our agency/entity has a direct contract, grant, funding agreement, or purchase order (PO) with a County or Consortium that receives Federal funding from DCF/DHS. Name of County or Consortium:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	1. Adams Co.	N/A
			2. Columbia Co.	105,062.00
			3. Dogde Co.	N/A
Our agency/entity has a subcontract with another entity that receives Federal funding from DHS/DCF. Name of the entity/entities:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	1.	
			2.	
			3.	

**Instructions for completing Funding Relationship to DHS or DCF**

Fill in all the blanks on the above form. Your response should identify all Federal funding you receive from each of the State Agencies or recipients.

4. Green Co. 43,875.00

Continued from above: 5. Human Service Center 5. N/A

6. Jackson 6. 83,777.00

7. Jefferson 7. 95,000.00

8. Juneau 8. N/A

9. Lafayette 9. N/A

10. Marquette 10. N/A

11. Richland 11. N/A

12. Sauk 12. N/A

13. Unified Community Services 13. N/A

14. LaCrosse 14. 603,450.00

15. Dane 15. 1,883,371.00

16. Pierce 16. 28,298.00

17. Walworth 17. 108,925.00

18. Crawford 18. 18,670.00

19. Wood 19. 67,640.00

### FUNDED PROGRAMS CHECKLIST

Completing this section will allow DHS or DCF to identify the Federally funded programs and activities that you administer.  
Check the type of program or funding applicable to your entity.

**Use this checklist for Department of Health Services (DHS)**

Please check all the funded programs/services/activities administered with grant/contract or other agreements received from Department of Health Services (DHS):

**HHS (CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.) Programs:**

- BadgerCare Plus
- Birth to 3
- Children's Long Term Support Waiver
- Children's Community Options Program
- Family Care
- Family Planning Only
- IRIS
- Katie Beckett
- Medicaid for the Elderly, Blind, or Disabled
- Medicaid Purchase Plan
- PACE
- SeniorCare
- Temporary Assistance for Needy Families (TANF)
- Well Women Medicaid
- Other, specify: Residential Detoxification, Outpatient, Day Treatment Substance Abuse, Mental Health Services

**USDA (FNS) Programs:**

- FoodShare/SNAP
- Food Stamp Employment and Training (FSET)
- Temporary Emergency Food Assistance Program (TEFAP)
- Women Infants and Children (WIC)
- Commodity Supplemental Food Program
- WIC Farmer's Market Nutrition Program
- Senior Farmer's Market Nutrition Program
- Other, specify:

**Use this checklist for Department of Children and Families (DCF)**

Check all the funded programs/services/activities administered with grants/contracts or other agreements received from Department of Children and Families (DCF):

- Adoption Assistance Program
- Adoption Finalization and Post Adoption Services
- Brighter Futures Initiative
- Child Abuse and Neglect - Child Protective Services
- Child Abuse and Neglect - Prevention Services
- Child Care Certification or Licensing
- Child Care Resource and Referral
- Child Care Quality Improvement
- Child Placing Agencies - Foster Care
- Qualified Residential Treatment Providers, Child Residential Care Centers & Group Homes
- Child Support
- Child Welfare Case Management Services
- Community Services Block Grant Services
- Domestic Violence/Domestic Abuse

- Foster Care Payments
- Home Visiting Services
- Independent Living Services
- Indian Child Welfare
- Kinship Care Payments
- Milwaukee Child Welfare Program Service Provider
- Promoting Safe and Stable Families
- Refugee Assistance and Services
- Runaway Youth Services
- TANF Funded Services - Including Transitional Jobs and Children First
- Wisconsin Shares - Child Care Subsidy Program
- Wisconsin Works (W-2) Programs
- Youth Aids and Youth Justice grants
- Other, specify:

Please list your specific Federal grant/funding source if not listed above.

**Note:** The checklist is not an exhaustive list of programs funded through the DHS or DCF with HHS and USDA-FNS. If the Federally funded program, grant or service agreement is not listed, enter the name in the appropriate "Other: Specify" space to specify the program, grant or funding agreement administered by the agency/entity.

# Houston County Agenda Request Form

Date Submitted: 12/19/2025

Person requesting appointment with County Board: Bethany Moen, Social Services Supervisor

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

**Issue:**

Approval for Woods Psychological LLC contract.

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

Woods Psychological 2026 POS contract

**Justification:**

Woods Psychological Services provides Reflective Supervision to our Child Protection staff. Reflective Supervision aims to improve practice, build resilience and reduce burnout by focusing on the emotional

**Action Requested:**

Approval of the contract

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

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



## PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, hereafter referred to as the "County" and Woods Psychological Services, LLC, 111 Riverfront, Suite 410, Winona, MN 55987, hereafter referred to as the "Provider" enter into this Agreement.

### WITNESSETH

WHEREAS, in consideration of the mutual understanding and agreements set forth, County and Provider agree as follows:

**1. TERM**

The term of this Agreement shall be from January 1, 2026 through December 31, 2026.

**2. DESCRIPTION OF SERVICES**

Provide will provide up to two (2) hours per month of Reflective Supervision to Houston County Public Health and Human Services staff.

**3. PAYMENT FOR SERVICES**

The Provider shall be paid at a rate of \$150.00 per hour (this rate includes travel time and mileage). To receive payment for services provided, the Provider shall submit an invoice to Bethany Moen outlining services provided within thirty (30) days of completion of services. County will make payment for the approved invoice within thirty-five (35) days of invoice receipt.

**4. PROVIDER NOT AN EMPLOYEE**

The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.

**5. RELATIONSHIP OF THE PARTIES**

It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.

**6. INDEMNIFICATION**

The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

## 7. INSURANCE AND BONDING

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the 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. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.

## 8. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), collectively referred to as "HIPAA").

## 9. CONTRACTOR DEBARMENT AND SUSPENSION

Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.

## 10. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to the County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon ten (10) days written notice.

**11. AMENDMENTS**

This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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

WOODS PSYCHOLOGICAL SERVICES, LLC

Signed by: Judith Woods PhD LP LPCC 12/16/2025 | 8:36 AM PST  
BY: Judith Woods DATED: \_\_\_\_\_  
EG20043A0874444

HOUSTON COUNTY

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Houston County Board of Commissioners

BY: [Signature] DATED: 12/9/2025  
Director  
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Houston County Attorney

# Houston County Agenda Request Form

Date Submitted: 12/21/2025

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Person requesting appointment with County Board: Karen Kohlmeier, Financial Assistance Supervisor (PHHS)

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

**Issue:**

The following contracts are being presented for board action and signature. 1. SNAP E & T - Wabasha County. Wabasha County hosts this contract which allows for SNAP E & T services for SNAP recipients. 2. WDI Contract for MFIP Employment Services - WDI is our provider for employment services for participants on the MFIP program. 3. SEMCAC Transportation Contract- SEMCAC provides transportation

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

Soft copies are being provided for review. Hard copies will be presented for signature.

**Justification:**

**Action Requested:**

Consider approving the following contracts: 1. SNAP E & T contract with Wabasha County 2. 2026 Workforce Development Contract for Employment Services 3. 2026 SEMCAC MA Transportation Contract

1			
<b>Reviewed by:</b>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<b>Recommendation:</b>			
<b>Decision:</b>			

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

AGREEMENT FOR PROVISION OF  
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2025 through September 30, 2026.

WITNESSETH

WHEREAS, M.S. 142F.10 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of 142F.10, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 142F and of the methods and techniques involved in providing the services in M.S. 142F;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$3,461.35 10-01-2025 through 09-30-2026 designated for direct program expenses; \$280.65 (7.5% WDI admin) and \$1,358.00 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants; depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

### III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$3,461.35 direct program, \$280.65 administration, and \$1,358.00 support funds for this program

year. This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
  - 1. Verification that the participant kept their initial appointment as scheduled.
  - 2. A copy of the employment plan.
  - 3. Monthly communication with the Counties verifying each participant's program participation.
  - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.
- B. Audit and Records Disclosure:  
  
The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.
- C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.
- D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.
- E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.
- G. Subcontractors are subject to all requirements outlined in this agreement.
- H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR  
WABASHA CO.  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Jenny Rietmann*

\_\_\_\_\_  
Director

Date Dec 10, 2025

FOR  
MOWER CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR  
HOUSTON CO. BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By  \_\_\_\_\_  
Director

Date 12/17/2025

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Ginny Rietmann*  
\_\_\_\_\_  
Director

Date Dec 19, 2025

FOR  
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

## PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904**, "Provider", enter into this Agreement for the term of January 1, 2026 to December 31, 2026 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 142G (Minnesota Family Assistance Program) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

#### **SERVICE DESCRIPTION**

**Minnesota Family Investment Program/Diversions Work Program (MFIP/DWP) Employment Services  
Innovation funds for Transportation of MFIP/DWP**

- b. Purchased Services will be provided at Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904 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. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable Bulletins.
  - b. 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.
  - c. 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.
  - d. 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. Service Plan
  - a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual in collaboration with the client's case manager.

- b. Performance of the Provider will be monitored and evaluated in accordance with participant outcomes, goals, and indicators as specified in the service plan.
  - c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the service plans.
6. 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  
In accordance with MN Statute 471.425, 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.
  - c. County of Financial Responsibility  
In cases where Houston County is not the County of Financial Responsibility (CFR), a separate invoice must be prepared. In such cases, Provider shall forward the invoice to the CFR for payment. The CFR shall make payment directly to Provider. Houston County assumes no financial responsibility to Provider for services provided for or on behalf of any entity other than Houston County.
7. 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 Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
  - b. Ensure that all employees and volunteers meet all training, background checks, and other requirements necessary for compliance with Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF), MN Statutes and health plan regulations. All costs and time associated with meeting these requirements shall be the fiscal responsibility of Provider.
  - c. Supply copies of required licenses, certifications or registrations to County upon request.
  - d. 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.
- e. Upon 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.
  - f. 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.
  - g. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92, 7 CFR 277, 7 CFR 273.7 and OMB Circulars Numbers A-87, A-102, A-122, and A-128.
  - h. 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.
  - i. 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.
  - j. 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 must arrange for interpreter services to be provided via a County-approved interpreter agency. If interpreter services are not reimbursable by MA or health plans, contact County for pre-authorization.
  - k. 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.

8. **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's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).
- c. 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.
- d. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF) 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.
- e. 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/DCYF, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT/DCYF.
  - (Other): \_\_\_\_\_
- f. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes using forms developed and branded by Provider for this purpose. 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.

- g. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- h. 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.
- i. 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.
- j. 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.

9. Notices

- a. 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:

County: John Pugleasa  
Houston County Public Health and Human Services  
304 South Marshall Street  
Caledonia, MN 55921  
jpugleasa@hocomn.gov

Provider: Jinny Rietmann  
Workforce Development, Inc.  
2070 College View Road East  
Rochester, MN 55904  
jrietmann@wdimn.org



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.

12. 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.
  - d. 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.

13. Conflict of Interest

- a. 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.
- b. Provider certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Agreement.

14. Contract Disputes

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Houston County Human Services Program Manager and a Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Public Health and Human Services Department 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 implying 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.

15. 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/DCYF and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

16. Indemnification

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS/DCT/DCYF against any and all liability, loss, damages, costs and expenses which County and/or DHS/DCT/DCYF 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.

17. Insurance and Bonding

a. To protect itself and County under the indemnity provisions set forth above, Provider shall, at Provider's expense, always procure and maintain the following insurance coverage 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's 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 for maintaining the insurance requirements listed in this Section and providing 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.

18. 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 public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
  - d. Directions for on-line access to excluded providers:
    - i. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
    - ii. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.
19. Conditions of the Parties' Obligations
- a. 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.
  - b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS/DCT/DCYF has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS/DCT/DCYF are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS/DCT/DCYF Mental Health requirements.

20. 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.

21. Subcontracting and Assignment

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

22. 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.

23. 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.

- g. Withholding Payment: When applicable and notwithstanding any other provision of this Agreement, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Agreement is terminated.

24. 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 regarding 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.
25. 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.

26. Damages

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damage 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.

27. Merger

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-27, 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.

WORKFORCE DEVELOPMENT, INC.

BY: Jinny Rietmann

DATED: Dec 11, 2025

Jinny Rietmann  
Executive Director

HOUSTON COUNTY

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

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

Chairperson  
Houston County Board of Commissioners

BY: [Signature]  
Director  
Houston County Human Services

DATED: 12/10/2025

APPROVED AS TO FORM AND EXECUTION:

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

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

Houston County Attorney

**AGENCY NAME:** Workforce Development, Inc.  
**CONTRACT TYPE:** POS – Minnesota Family Investment Program/Diversionsary Work Program (MFIP/DWP) Employment Services

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

<b>SERVICE DESCRIPTION</b>	<b>CODE</b>	<b>UNITS</b>	<b>RATE</b>	<b>TYPE</b>	<b>TOTAL</b>
MFIP/DWP Employment Services	23700	12	Cost Reimbursement	MO	\$125,000

MFIP/DWP Employment Services Budget Detail:

MFIP/DWP Core Services	\$108,125
Job Seeker Support and Training	\$ 7500
Administration	<u>\$ 9,375</u>
Total Budget	\$125,000

## BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

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

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

### A. Definitions

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

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

- l) Electronic Health Records. "Electronic Health Records" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHH. "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: Eliana Babinski  
Houston County Public Health and Human Services  
304 South Marshall Street  
Caledonia, MN 55921  
dhsaccounting@hocomn.gov

**B. If to Business Associate, to:**

Attn: Jinny Rietmann  
Workforce Development, Inc.  
2070 College View Road East  
Rochester, MN 55904  
jrietmann@wdimn.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: Jinny Rietmann  
Name: Jinny Rietmann  
Title: WDI Executive Director  
Date: Dec 11, 2025

**COUNTY OF HOUSTON**

By: John Pugliese  
Name: John Pugliese  
Title: Patents Director  
Date: 12/10/2025

## 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, 2026 to December 31, 2026 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

### WITNESSETH

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

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

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

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

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

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

#### **SERVICE DESCRIPTION**

##### **Transportation**

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

2. Cost and Delivery of Purchased Services
  - a. Purchased Services shall not exceed service totals listed in Exhibit A.
  - b. Provider certifies:
    - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
    - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.

3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

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

3. Eligibility for Services

a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.

b. Final eligibility will be determined by Houston County.

c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.

d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.

e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services

Except as noted the Provider retains control over:

a. Intake procedures and program requirements.

b. The methods, times, means, and personnel for providing Purchased Services to eligible participants.

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

5. Service Plan

a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual in collaboration with the client's case manager.

b. Performance of the Provider will be monitored and evaluated in accordance with participant outcomes, goals, and indicators as specified in the service plan.

- c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the service plans.
6. 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  
In accordance with MN Statute 471.425, 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.
  - c. County of Financial Responsibility  
In cases where Houston County is not the County of Financial Responsibility (CFR), a separate invoice must be prepared. In such cases, Provider shall forward the invoice to the CFR for payment. The CFR shall make payment directly to Provider. Houston County assumes no financial responsibility to Provider for services provided for or on behalf of any entity other than Houston County.
7. 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 Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
  - b. Ensure that all employees and volunteers meet all training, background checks, and other requirements necessary for compliance with Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF), MN Statutes and health plan regulations. All costs and time associated with meeting these requirements shall be the fiscal responsibility of Provider.
  - c. Supply copies of required licenses, certifications or registrations to County upon request.
  - d. 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.
- e. Upon 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.
  - f. 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.
  - 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 must arrange for interpreter services to be provided via a County-approved interpreter agency. If interpreter services are not reimbursable by MA or health plans, contact County for pre-authorization.
  - 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.
8. 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's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, including adequate internal controls to

assure that: 1) a clearly defined audit trail is available; 2) there is proper classification of expenditures; 3) every cost is allocable to service funds to the extent of benefits received by the service program; and 4) every expenditure has proper documentation on file (i.e., signed time sheets, invoices, cancelled checks).

- c. 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.
- d. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF) 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.
- e. 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/DCYF, Mental Health Information System (MHIS) required data on each participant. Required data as defined by DHS/DCT/DCYF.
  - (Other): \_\_\_\_\_
- f. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes using forms developed and branded by Provider for this purpose. 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.
- g. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.

- h. 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.
- i. 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.
- j. 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.

9. Notices

- a. 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:

County:           Eliana Babinski  
                       Houston County Public Health and Human Services  
                       304 South Marshall Street  
                       Caledonia, MN 55921  
                       dhsaccounting@hocomn.gov

Provider:       William Spitzer  
                       Semcac  
                       204 South Elm Street, PO Box 549  
                       Rushford, MN 55975  
                       Bill.spitzer@semcac.org

- b. If the Notice is rejected or otherwise refused, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

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

- a. If death, serious personal injury, or substantial property damage occurs 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.

11. 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.

12. 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.
  - d. 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.
13. Conflict of Interest
- a. 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.**

- b. Provider certifies that none of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of this Agreement.

**14. Contract Disputes**

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Houston County Human Services Program Manager and a Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Public Health and Human Services Department 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 implying 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.

**15. 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/DCYF and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

**16. Indemnification**

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS/DCT/DCYF against any and all liability, loss, damages, costs and expenses which County and/or DHS/DCT/DCYF 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.

17. Insurance and Bonding

- a. To protect itself and County under the indemnity provisions set forth above, Provider shall, at Provider's expense, always procure and maintain the following insurance coverage 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's 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 for maintaining the insurance requirements listed in this Section and providing 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.

18. 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 public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or

committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
  - i. To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
  - ii. If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Human Services Director, at (507) 725-5811.

19. Conditions of the Parties' Obligations

- a. 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.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services/Department of Direct Care and Treatment/Department of Children, Youth and Families (DHS/DCT/DCYF) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS/DCT/DCYF has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS/DCT/DCYF are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS/DCT/DCYF Mental Health requirements.

20. 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.

21. Subcontracting and Assignment

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

22. 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.

23. 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.
- g. **Withholding Payment:** When applicable and notwithstanding any other provision of this Agreement, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Agreement is terminated.

24. 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 regarding 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.

25. 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.

26. Damages

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damage 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.

27. Merger

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-27, 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.

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

SEMCAC

BY: *Jennifer Hengel*

DATED: 12/10/2025

Jennifer Hengel  
Executive Director

HOUSTON COUNTY

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

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

Chairperson  
Houston County Board of Commissioners

BY: *[Signature]*

DATED: 12/10/2025

Director  
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

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

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

Houston County Attorney

**AGENCY NAME:** Semcac  
**CONTRACT TYPE:** POS – Transportation

**INVOICES:** Houston County Human Services  
Attn: Eliana 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	NA	11	650	Cost Reimbursement	NA	Per Service Agreements
Volunteer Driver - Meals	NA	11	650	Cost Reimbursement	NA	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.

Volunteer Driver:

- 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) HHH. "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 i 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: Eliana Babinski  
Houston County Public Health and Human Services Accounting Technician  
304 South Marshal Street  
Caledonia, MN 55921  
dhsaccounting@hocomn.gov

**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: 12/10/2025

**COUNTY OF HOUSTON**

By: [Signature]  
Name: John Pugliese  
Title: PH & HS Director  
Date: 12/10/2025

# Houston County Agenda Request Form

Date Submitted: December 23, 2025

Board Date: December 30, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

The west door of the HCH does not always want to stay closed, creating security and building efficiency concerns. The sensor has been adjusted and the doors have been looked at numerous times and there isn't anything else to adjust to resolve the issue without constructing a canopy or replacing.

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

La Crosse Glass Quote

**Justification:**

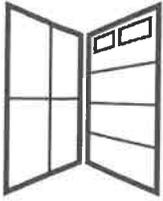
Replacing the west door and installing a vestibule increases security and building efficiency.

**Action Requested:**

Approval of La Crosse Glass & Overhead Door quote to replace the existing exterior door with a swing door and push button activated opener, along with the installation an interior sliding door near the stairwell landing to create an interior vestibule. Quote cost is \$16,596.00 + \$17,347.00 for a total of \$33,943.00.

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

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



**LA CROSSE**  
**GLASS & OVERHEAD**  
 DOOR CO.  
SINCE 1898

604 South 3rd Street  
 La Crosse, WI 54601  
 Phone: (608) 782-7620

# Proposal

<b>Proposal Number</b>
P13414
<b>Proposal Date</b>
12/18/2025

**Bill To:** Houston Co. Courthouse  
 304 S Marshall Street  
 Caledonia, MN 55921

**Re:** Greg Olson  
 Doors

Customer Job No		Customer PO	Payment Terms	Due Date
			Net 30 Days	1/17/2026
Quantity	U/M	Description	Rate/Unit	Price

We hereby submit estimates and specifications for an automatic sliding door system, aluminum storefront entrance, and glazing. The aluminum storefront is to be Kawneer 451T framing in a dark bronze finish. The aluminum door is to be Kawneer 500 wide stile in a dark bronze finish. The glazing is to be 1" clear tempered with low-e. The automatic sliding entrance is to be Stanley DuraGlide 2000 Bi-Part Slider in a dark bronze finish. The following is to include all labor, equipment, and materials:

1.00		Qty (1) 118"x92" Exterior Aluminum Entrance		16,596.00
1.00		Qty (1) 96"x94" automatic sliding door		17,347.00
1.00		Qty (1) 96x94" Interior Aluminum Swing Door		7,550.00

Total amount for all the above

Items not included:

1. Cleaning and Protection
2. All electrical work involved with demo and installation.

Subtotal \$

Deposit \$

**Total Due \$**

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order for same and will become an extra charge over the sum mentioned in this contract.

The foregoing terms specifications and conditions are satisfactory, and the same hereby accepted and agreed to, and.....hereby authorizes you to execute the same.

**SIGNED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**THIS ESTIMATE IS VOID IF NOT ACCEPTED IN 7 DAYS**

**HOUSTON COUNTY  
AGENDA REQUEST  
December 30, 2025**

**Date Submitted: December 26, 2025**

**By: Carol Lapham Finance Director**

**ACTION REQUESTS**

Adopt 2026 Operating Budget Resolution 25-48

Approve 2025 budget amendments to accurately reflect various revenues and expenditures and fund balance usage of the Recorder's Technology fund and the Compliance fund and amendments to the Road & Bridge 2025 budget. Detail to follow.

Approve Fund Balance Commitments at year end for construction projects:

General Fund – Airport T-Hanger project - \$28,628.18

Road & Bridge Fund – District 6 Striping - \$31,723.11

Designate County Revenue, Road & Bridge, Public Health and Human Services as the 2026 major funds and EDA Loan Fund, Debt Service, and Capital Projects as minor funds.

Approve Addendum to Wildcat 2025-2027 contract updating 2026 contractor initial retainage to be \$56,000 and acknowledging the contractor will assume responsibility for the monthly telephone and internet bills for the entire year as negotiated at the Parks Committee meeting on December 11, 2025.

**Amy Sylling**

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**From:** Lynn Colsch  
**Sent:** Tuesday, December 23, 2025 12:01 PM  
**To:** HoCo BOC  
**Cc:** Carol Lapham; Eliana Babinski; Susan Tostenson  
**Subject:** Commissioner Warrants 2025/12/30

**REQUEST APPROVAL FOR PAYMENTS**

**2025/12/30 COMMISSIONER WARRANTS:**

<u>VENDOR NAME</u>	<u>AMOUNT</u>
LEE AUTO BODY & SALES	3,353.07
OFFICE OF MNIT SERVICES	6,130.08
	<u>9,483.15</u>
6 VENDORS PAID LESS THAN \$2000.00	4,193.66
	<u>13,676.81</u>
PUBLIC HEALTH & HUMAN SERVICES	27,187.56
	<u>40,864.37</u>

Lynn Colsch  
Finance Clerk  
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LColsch@HoCoMN.gov