

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 6, 2026

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 Charlene Selbee, The Caledonia Argus Associate Editor Katia Gorsuch, Interim Administrator Carol Lapham, Coordinator Brent Parker, EDA Director & Coordinator Support Allison Wagner, Engineer Brian Pogodzinski, Financial Assistance Supervisor Karen Kohlmeyer, Fiscal Supervisor Heidi Harms, Accountant Sheila Schroeder, Social Worker Kelly Rohland, IT Director Andrew Milde, Interim County Attorney Suzanne Bublitz, Clayton Johnson, Roger Pearson, Dan Vesterse, Steve Bauer, Todd Rohweder, Bob Borowiak, Michael Sieve, Larry Gaustad, Bonnie Laumb, and Karen Colsch

Presiding: Coordinator Parker, Chairperson pro tem

Call to order.

Pledge of Allegiance.

Parker requested nominations for 2026 Board of Commissioner Chairperson. Commissioner Zehnder nominated Commissioner Myhre for 2026 Board Chairperson. Commissioner Johnson nominated Commissioner Wright for chairperson. Commissioner Johnson also nominated Commissioner Schuldt for chairperson. Commissioner Zehnder motioned, Commissioner Schuldt seconded motion carried three to two to make Commissioner Myhre 2026 Board of Commissioner Chairperson. The Commissioners voted by roll. Commissioners Wright and Johnson voted no. Commissioners Zehnder, Schuldt, and Myhre voted yes. Commissioner Schuldt nominated Commissioner Wright as 2026 Board of Commissioner Vice Chairperson. There were no other nominations for vice chairperson. Motion was made by Commissioner Schuldt, seconded by Commissioner Zehnder, motion carried unanimously to make Commissioner Wright 2026 Board of Commissioner Vice Chairperson. The Commissioners voted by roll. All Commissioners voted yes.

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

Motion was made by Commissioner Wright, seconded by Commissioner Zehnder, motion carried unanimously to approve the meeting minutes from December 30, 2025.

Public Comment:

Clayton Johnson was against allowing rifles to be used in Houston County for deer hunting. He referenced a study and shared what he had found with the Commissioners. He said members of the public had thought a public hearing was going to be held in August 2025 on the matter.

Steve Bauer shared with the board a petition with 250 names on it. He said those who had signed the petition were against using rifles in Houston County for deer hunting because of safety concerns.

Dan Vesterse from Spring Grove said he was 55 years old and had owned land in Black Hammer Township for 40 years. He said he came from a big hunting family. He recalled a story from 1989 where he had been stopped by the local game warden at the time and he had asked why rifles were not allowed for deer hunting in Houston County. He said the warden had said it was a safety issue due to the terrain. Vesterse said he was in the US Army. He said the amount of ricocheting from rifle bullets was unbelievable. He was against using rifles in Houston County for deer hunting.

Bob Borowiak questioned why rifles were needed for hunting in Houston County's hill country. He said he had been hunting and climbing the County's hills for 65+ years. He said if people could not hunt a deer with shotguns today, they did not need to be in the woods.

Michael Sieve from Yucatan Township said he killed his first deer in 1969. He said he was very interested in deer management. He asked: "When are we going to give these deer a chance?" He said guns were "good these days". He said "enough is enough" for the deer.

Mike Moen said he had hunted for over 60 years. He asked about the new rifle season.

APPOINTMENTS

Houston County recognized staff for years of service to the County. Awardees are listed below.

Employee Recognition Awards

30 Year Award

Sheila M Schroeder 5/17/1995

25 Year Award

Suzanne M Bublitz 5/31/2000

Ann E Diersen 1/31/2000

Holly J Gleason 10/25/2000

Shawn L Peter 7/17/2000

Luke T Sass 2/29/2000

20 Year Award

Duane D Brownlee Jr 10/17/2005

Andrew J Milde 11/30/2005

15 Year Award

Kelly J Petersen 6/28/2010

10 Year Award

Joann B Curley 5/4/2015

Michael R Meiners 3/16/2015

Leah N Milde 1/12/2015

Danny M O'Heron 12/14/2015

Kelly J Rohland 5/11/2015

Haleigh L Sierzant 5/15/2015

A public hearing was scheduled for 9:05 a.m. to implement new real property protection fees, pursuant to Minn. Statute 480.50 Subd. 6. The hearing was inadvertently missed on the agenda, and no public hearing was held.

Interim Auditor/Treasurer, Heberlein, opened the sealed bid for the official County newspaper 2026. The County had received one bid on time from *Caledonia Argus*. A second bid had been received, but it was received after the deadline. Heberlein opened the bid from the *Caledonia Argus* and read the rate amounts line by line to Commissioners. The bid amounts are below.

Caledonia Argus

OFFICIAL NEWSPAPER FOR 2026 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 3.00

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ 3.00 Display Rate \$ 3.00

FIRST PRINTING OF 2025 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 3.00

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 3.00

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 3.00

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ 3.00

CONSENT AGENDA

Commissioner Johnson moved, Commissioner Zehnder seconded, motion unanimously carried to approve the consent agenda. The Commissioners gave a round of applause for Kelly Petersen thanking her for her years of service to the County. Approved items are below.

- 1) Consider adopting Resolution No. 26-01 and designating 2026 Official Newspaper. Resolution is below.

RESOLUTION NO. 26-01

2026 OFFICIAL NEWSPAPER

January 6, 2026

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

Caledonia Argus

OFFICIAL NEWSPAPER FOR 2026 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ 3.00

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ 3.00 Display Rate \$ 3.00

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PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ 3.00

- 2) Consider adopting Resolution No. 26-02 Account Powers Granted for Merchants Bank N.A. Resolution is below.

RESOLUTION NO. 26-02

**ACCOUNT POWERS GRANTED
MERCHANTS BANK N.A.**

January 6, 2026

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Heberlein, Finance Director Carol Lapham and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

- 3) Consider adopting Resolution No. 26-03 Account Powers Granted for ESB Banking. Resolution is below.

RESOLUTION NO. 26-03

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 6, 2026

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Heberlein and Finance Director Carol Lapham, and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

- 4) Accept the resignation/retirement of Kelly Petersen, Appraiser, effective February 2nd, 2026, with thanks for her 15 years of service to the residents of Houston County.

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Zehnder seconded, motion carried unanimously to authorize for additional fees in association with MN Statute 480.50 Personal Information in Real Property Records. (This item would need to be revisited on a future agenda as the public hearing on the matter was inadvertently missed on the agenda, and no public hearing was held.)

File No. 2 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve Resolution No. 26-04 Authorization to Use Alternative Method to Disseminate Bids and Requests. Resolution is below.

RESOLUTION NO. 26-04

AUTHORIZATION TO USE ALTERNATE METHOD TO DISSEMINATE BIDS AND REQUESTS

January 6, 2026

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the County of Houston will continue to use the Houston County website, www.co.houston.mn.us as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

File No. 3 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve and sign 2026 to 2028 law enforcement contract with the City of Spring Grove. The Commissioners voted by roll. All Commissioners voted yes. Commissioner Johnson asked the Sheriff to provide quarterly reports to the Commissioners on the Sheriff's office as a whole including budget information, overtime, and number of those in jail.

File No. 4 – Commissioner Wright moved, Commissioner Zehnder seconded, motion carried to approve Resolution No. 26-05 Designating the County Coordinator as Clerk of the Houston County Board of Commissioners. Resolution is below.

RESOLUTION NO. 26-05

A RESOLUTION DESIGNATING THE COUNTY COORDINATOR AS CLERK OF THE COUNTY BOARD

PURSUANT TO MINNESOTA STATUTES § 375.49

WHEREAS, the County Board of Commissioners is authorized under Minnesota Statutes § 375A.06 to establish the position of County Coordinator and to assign to that position such administrative and executive duties as the Board deems appropriate; and

WHEREAS, Minnesota Statutes § 375.49, subdivision 2, expressly permits the County Board to delegate duties traditionally performed by other county offices, including administrative and clerical functions, to the County Coordinator; and

WHEREAS, the County Board finds that assigning the duties of Clerk of the County Board to the County Coordinator promotes efficiency, consistency, accountability, and effective administration of county operations; and

WHEREAS, the County Board desires to clearly designate the County Coordinator as Clerk of the Board to ensure proper preparation of board agendas, minutes, resolutions, official records, and related statutory duties;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners hereby designates the County Coordinator to serve as Clerk of the County Board, effective January 6th, 2026; and

BE IT FURTHER RESOLVED, that as Clerk of the County Board, the County Coordinator is authorized and directed to perform all duties customarily and statutorily associated with the office of Clerk of the Board, including but not limited to:

- Preparing and maintaining official board records, minutes, and resolutions;
- Attesting to board actions and maintaining the official seal, where applicable;
- Ensuring compliance with applicable state statutes, administrative rules, and record-retention requirements; and
- Performing such additional clerical and administrative duties as may be assigned by the County Board; and

BE IT FURTHER RESOLVED, that this designation shall remain in effect until modified or rescinded by subsequent action of the County Board.

Adopted by the Houston County Board of Commissioners on this 6th day of January **2026**.

File No. 5 – Commissioner Zehnder moved, Commissioner Johnson seconded, motion unanimously carried to approve Resolution No. 26-06 designating 2026 Annual Appropriations included as part of the 2026 Operating Budget. The Commissioners voted by roll. All Commissioners voted yes. Resolution is below.

RESOLUTION NO. 26-06
2026 ANNUAL APPROPRIATIONS
 January 6, 2026

WHEREAS, The Houston County Board of Commissioners approved the 2026 Annual Budget on December 30th, 2025;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2026 as appropriate from the County Revenue Fund:

ORGANIZATION	2026 BUDGET
SE Minnesota Initiative Fund	\$3,938
SEMAAA	\$2,000
SELCO	\$203,283
Emergency Medical Service	\$10,000
SEMCAC - Senior & Caregiver Advocacy	\$3,500
SEMCAC - Senior Nutrition	\$2,500
SEMCAC - Transportation Program (Donation Rides)	\$1,500
SEMCAC – Rolling Hills Transit	\$5,000
Houston County Food Shelves	\$7,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$942
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
Bluff Country Minnesota Multi-County Housing and Redevelopment Authority	\$3,000
SE MN EMS	\$5,000
TOTAL	\$443,663

File No. 6 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to review and approve payments. Payments are below.

2026/01/06 COMMISSIONER WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
AMC/MACA	16,200.00
ARTHUR J GALLAGHER RISK MANAGEMENT	6,398.00
	<u>22,598.00</u>
1 VENDOR PAID LESS THAN \$2000.00	125.00
	<u>22,723.00</u>
PUBLIC HEALTH & HUMAN SERVICES	18,733.39
	<u>41,456.39</u>

File No. 7 – The Commissioners discussed the committees they would like to serve on in 2026. Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve 2026 Board of Commissioners Committee appointments.

DISCUSSION ITEMS

Coordinator Parker updated the board about an upcoming AMC technical training day. He said he would look into having a public hearing regarding the use of rifles for deer hunting.

The Commissioners discussed recent and upcoming meetings including a Southern Medical JPC meeting.

Commissioner Johnson said he wanted to clarify that a public hearing regarding using rifles in Houston County for deer hunting had not been held in 2025 because the board had learned rifles would not be able to be used until the 2026 hunting season. It had been the general consensus of the board to wait on making a decision on the matter in 2025 as changes would not go into effect until 2026.

Commissioners Johnson and Wright shared that they had attended former Houston County Commissioner Teresa Walter’s funeral. She had served as a public servant through the County and as a township officer.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Zehnder, seconded by Commissioner Johnson, motion unanimously carried to adjourn the meeting at 10:23 a.m. The next meeting would be a workgroup session on January 13, 2026.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 13, 2026

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, The Caledonia Argus Associate Editor Katia Gorsuch, Interim Administrator Carol Lapham, Coordinator Brent Parker, EDA Director & Coordinator Support Allison Wagner, Public Health Supervisor Jordan Knoke, Public Health Educator Bri Ceaser, and Steve Curns

Board Workgroup Session

The Commissioners discussed with Coordinator Parker the possibility of holding public hearings to hear from the public their thoughts on using rifles for deer hunting in Houston County. It was the general consensus of the board that public hearings should be held on the matter, so the County could decide if they wanted to opt out of allowing rifles to be used for deer hunting in Houston County. The tentative plan was to hold public hearings on the matter on February 3rd and March 3rd at 6:00 p.m. in the basement of the County Justice Center. Commissioner Wright asked that some information be shared with the public on the matter prior to the hearings. Commissioner Johnson suggested having a game warden attend a regular Commissioner meeting to discuss the matter. Commissioner Myhre asked if the matter could be put on an upcoming ballot in March, but it could not be, and the March election was only for the townships. Commissioner Zehnder had invited Steve Curns to the meeting who shared some information he had gathered from the MN DNR website and MN DNR resources the Commissioners could reference on hunting.

Public Health Supervisor Knoke shared with the board that Public Health Educator Ceaser had worked hard on a MDH grant through the Office of Rural Health that had been recently awarded in the amount of \$13,873.00 for the County's dental project. No match would be required by the County.

Commissioners discussed recent committee meetings they had attended including a SE MN Emergency Medical Community, Hiawatha Valley Mental Health, SCHSAC, and Jail Review/Safety Review meeting.

Commissioner Myhre suggested all the Commissioners attend the Planning Commission meeting on January 22nd at 5 p.m.

Commissioner Myhre said he wanted the board to discuss the County’s quarter, quarter rule at an upcoming workgroup session. It was the general consensus of the board that significant research and time would need to be spent on the matter if it were to be changed in the future.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Eric Johnson, Chairperson

Attest: _____
Carol Lapham, Interim Administrator

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 20, 2026**

Date Submitted: January 7, 2026

By: Michelle Werner - Recorder

9:10am Public hearing to implement new real property protection fees, pursuant to Minn. Statute 408.50, Subd. 6.

ACTION: Request the authorization for additional fees in association with MN Statute 480.50 Personal Information in Real Property Records. The Recorder's office is requesting a \$75 fee for each real property notice, a \$75 fee for each consent and a \$75 fee for each request as allowable per statute.

Attachment: MN Statute 480.50

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

480.50 PERSONAL INFORMATION IN REAL PROPERTY RECORDS.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given.

(b) "County recorder" has the meaning given in section 13.045, subdivision 1, clause (4).

(c) "Government entity" has the meaning given in section 13.02, subdivision 7a.

(d) "Judicial official" has the meaning given in section 480.40, subdivision 1, paragraph (b), except that it does not include: (1) employees of the Minnesota judicial branch, the Office of Administrative Hearings, the Workers' Compensation Court of Appeals, or the Tax Court; or (2) judges or employees in the Department of Human Services Appeals Division.

(e) "Personal information" has the meaning given in section 480.40, subdivision 1, paragraph (c).

(f) "Real property records" means any of the following:

(1) real property records as defined in section 13.045, subdivision 1, clause (5);

(2) Uniform Commercial Code filings and tax liens maintained by the Secretary of State; and

(3) any other records maintained by a county recorder or other government entity evidencing title to, or any lien, judgment, or other encumbrance on, real or personal property.

(g) "Responsible authority" has the meaning given in section 13.02, subdivision 16.

Subd. 2. **Classification of data.** (a) Subject to the provisions of this section, the personal information of all judicial officials collected, created, or maintained in real property records is private data on individuals, as defined in section 13.02, subdivision 12.

(b) If the responsible authority or government entity violates this section, the remedies and penalties under chapter 13 are available only if the judicial official making a claim previously provided a real property notice that complies with subdivision 3. If the subject of the data is the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the remedies and penalties under chapter 13 are available only if the spouse, domestic partner, or adult child previously provided a notification under subdivision 3 to the responsible authority confirming their status as the spouse, domestic partner, or adult child of a judicial official. In the case of county records, the notification shall be filed with the responsible authority that maintains the personal information for which protection is sought. A notification submitted under this section is private data on individuals, as defined in section 13.02, subdivision 12.

Subd. 3. **Notification.** (a) For the classification in subdivision 2 to apply to personal information in real property records, a judicial official must submit a real property notice in writing to the county recorder in the county where the property identified in the real property notice is located and to the Office of the Secretary of State. To affect real property records maintained by any other government entity, a judicial official must submit a real property notice in writing to the other government entity's responsible authority. If the personal information is that of the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the spouse, domestic partner, or adult child must submit a real property notice. The real property notice is classified as private data on individuals, as defined in section 13.02, subdivision 12. A real property notice must be on a form provided by the judicial branch and must include:

(1) the full legal name of the individual submitting the form;

- (2) the last four digits of the individual's Social Security number;
 - (3) the individual's date of birth;
 - (4) the individual's telephone number and email;
 - (5) the residential address of the individual in Minnesota;
 - (6) the legal description, parcel identification number, and street address, if any, of the real property affected by the notice;
 - (7) if applicable, the document number and certificate of title number; and
 - (8) a certification that the individual is a judicial official or the spouse, domestic partner, or adult child of a judicial official that contains the notarized signature of the individual.
- (b) A notice submitted by a judicial official employed by the state must include the employer's business address and a verification of current employment signed by the employer's human resources office.
- (c) A notice submitted pursuant to this subdivision by a spouse, domestic partner, or adult child of a judicial official not residing with the judicial official must include a notarized verification that the individual is the spouse, domestic partner, or adult child of a judicial official.
- (d) Only one parcel of real property may be included in each notice, but an individual may submit more than one notice. A government entity may require an individual to provide additional information necessary to identify the records or the real property described in the notice. An individual submitting a notice must submit a new real property notice if their legal name changes.

Subd. 4. Access to real property records. (a) If an individual submits a notice under subdivision 3, the county recorder or other government entity must not disclose the individual's personal information in conjunction with the property identified in the written notice, unless:

- (1) the individual has consented to sharing or dissemination of the personal information for the purpose identified in a writing signed by the individual and acknowledged by a notary public;
- (2) the personal information is subject to dissemination pursuant to a court order under section 13.03, subdivision 6;
- (3) the personal information is shared with a government entity for the purpose of administering assessment and taxation laws;
- (4) the personal information is disseminated pursuant to subdivision 5; or
- (5) the personal information is shared with the examiner of titles or deputy examiner as necessary to perform their statutory duties under chapters 508 and 508A, including the dissemination of personal information in Reports of Examiner.

(b) This subdivision does not prevent the county recorder from returning original documents to the person who submitted the documents for recording. Each county recorder shall establish procedures for recording documents to comply with this subdivision. These procedures may include masking personal information and making documents or certificates of title containing the personal information private and not viewable except as allowed by this paragraph. The procedure must comply with the requirements of chapters 386, 507, 508, and 508A, and other laws as appropriate, to the extent these requirements do not conflict with this section. The procedures must provide public notice of the existence of recorded documents

and certificates of title that are not publicly viewable and the provisions for viewing them under this subdivision. Notice that a document or certificate is private and viewable only under this subdivision or subdivision 5 is deemed constructive notice of the document or certificate.

(c) A real property notice submitted under subdivision 3 shall apply retroactively to all online and digital real property records, but only to the extent the individual submitting the notice provides: (1) for county recorder records, the document number or certificate of title number of each record for which protection is sought, except digitized or scanned tract pages and books; and (2) for other government entity real property records, the parcel identification number of each record for which protection is sought. Otherwise, paragraph (a) applies only to the real property records recorded or filed concurrently with the real property notice specified in subdivision 3 and to real property records affecting the same real property recorded subsequent to the county recorder or other government entity's receipt of the real property notice.

(d) The county recorder or other government entity shall have 60 days from the date of receipt of a real property notice under subdivision 3 to process the request. If the individual cites exigent circumstances, the county recorder or other government entity shall process the request as soon as practicable.

(e) The prohibition on disclosure in paragraph (a) continues until:

(1) the individual has consented to the termination of the real property notice in a writing signed by the individual and acknowledged by a notary public;

(2) the real property notice is terminated pursuant to a court order;

(3) the individual no longer holds a record interest in the real property identified in the real property notice;

(4) the individual is deceased and a certified copy of the death certificate has been filed with the county recorder or other government entity to which a notice was given under subdivision 3; or

(5) the individual who filed a real property notice pursuant to subdivision 3 no longer qualifies for protection under this section because they are no longer a judicial official or the spouse, domestic partner, or adult child of a judicial official. If the individual no longer qualifies for protection under this section, the individual must notify each county recorder or other government entity to which a notice under subdivision 3 was given within 90 days after the individual no longer qualifies for protection.

(f) Upon termination of the prohibition of disclosure, the county recorder shall make publicly viewable all documents and certificates of title that were previously partially or wholly private and not viewable pursuant to a notice filed under subdivision 3.

Subd. 5. Access to personal information in real property records; title examination. (a) Upon request, the individual who submitted the real property notice under subdivision 3 shall verify that the individual's real property is the property subject to a bona fide title exam.

(b) The county recorder or other government entity shall provide the unredacted real property records of an individual who submitted a real property notice under subdivision 3 upon request of any of the following persons:

(1) a licensed title insurance company representative, a licensed title insurance agent, a licensed abstractor, or an attorney licensed to practice law in Minnesota;

(2) a mortgage loan originator;

(3) a real estate broker or a real estate salesperson; and

(4) an individual or entity that has made or received an offer for the purchase of real property to or from an individual who submitted a real property notice under subdivision 3 whose address is subject to nondisclosure, provided the request is accompanied by a written consent from the individual.

(c) A request made under paragraph (a) or (b) must be made on a notarized form and include:

(1) the full legal name, title, address, and place of employment, if applicable, of the person requesting the real property records;

(2) the lawful purpose for requesting the real property records;

(3) the requestor's relationship, if any, to the individual who submitted a real property notice under subdivision 3;

(4) the legal description of the property subject to the title examination; and

(5) proof of the requestor's licensure.

(d) Personal information provided under this subdivision may be used only for the purposes authorized in this subdivision or the lawful purposes set forth in the request for disclosure form and may not be further disseminated to any other person. A person receiving private data under this subdivision shall establish procedures to protect the data from further dissemination unless further dissemination is required by law. However, the dissemination of personal information in real property records by a licensed attorney or any employees in the office of the licensed attorney is permitted when reasonably necessary for the provision of legal services.

Subd. 6. Service fees to county recorder or other government entity. The county recorder or any other government entity is authorized to charge the following service fees:

(1) up to \$75 for each real property notice under subdivision 3;

(2) up to \$75 for each consent submitted under subdivision 4, paragraphs (a), clause (1), and (e), clause (1); and

(3) up to \$75 for each request submitted under subdivision 5.

These service fees shall not be considered county recorder fees under section 357.18 or registrar of titles fees under section 508.82 or 508A.82 and shall be deposited into the county recorder or other government entity's general fund.

History: 2025 c 35 art 9 s 13

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 20th, 2026**

Date Submitted: 1/15/2026

By: Brent Parker, County Coordinator

ACTION

- **Consider Resolution 26-6 making the position of Auditor, Treasurer appointed pursuant to Minnesota Statute § 375A.1205.**
- **Consider Resolution 26-7 making the position of Recorder appointed pursuant to Minnesota Statute § 375A.1205.**
- **Approve a competitive search for a 1 FTE Appraiser. (Note: Depending upon qualifications/MN DOR certifications the successful candidate may be hired as an Appraiser Trainee B22, Certified MN Appraiser B23, Certified MN Appraiser-Income B24).**
- **Approve a competitive search for a 1 FTE Public Health Family Health Nurse (B24).**

APPOINTMENT REQUEST

- **9:05 a.m. Public Hearing, pursuant to Minnesota Statutes § 375A.1205, Subdivision 1. The purpose of the hearing is to consider making the positions of Auditor / Treasurer and Recorder positions appointed.**

HR CONSENT AGENDA REQUEST

- **Hire Theresa Foellmi as a 1 FTE Eligibility Worker (B24 – Step 2).**

RESOLUTION 26-06

**RESOLUTION TO MAKE THE POSITION OF AUDITOR, TREASURER APPOINTED
PURSUANT TO MINNESOTA STATUTE § 375A.1205**

WHEREAS, the office of County Auditor /Treasurer in Houston County, Minnesota are currently vacant and being fulfilled on an interim basis by an individual appointed by the County Board; and

WHEREAS, Minnesota Statutes § 375A.1205, Subdivision 1, allows the County Board to make the Office appointed upon the occurrence of a vacancy; and

WHEREAS, the County Board believes that transitioning the position to an appointed role will promote efficiency, enhance administrative oversight, and improve continuity in service delivery.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby declares the position of County Auditor / Treasurer shall be appointed rather than elected 30 days after this resolution pursuant to Minnesota Statutes § 375A.1205.

HOUSTON COUNTY COMMISSIONERS

Greg Myhre
Board Chair

ATTEST

Brent Parker
County Coordinator

RESOLUTION 26-07

RESOLUTION TO MAKE THE POSITION OF COUNTY RECORDER APPOINTED PURSUANT TO MINNESOTA STATUTE § 375A.1205

WHEREAS, the offices of County Recorder in Houston County, Minnesota are currently vacant and being fulfilled on an interim basis by an individual appointed by the County Board; and

WHEREAS, Minnesota Statutes § 375A.1205, Subdivision 1, allows the County Board to make the office appointed upon the occurrence of a vacancy; and

WHEREAS, the County Board believes that transitioning these positions to appointed roles will promote efficiency, enhance administrative oversight, and improve continuity in service delivery.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board hereby declares the position of County Recorder shall be appointed rather than elected 30 days after this resolution pursuant to Minnesota Statutes § 375A.1205.

Adopted by the Houston County Board of Commissioners on this 20th day of January 2026.

HOUSTON COUNTY COMMISSIONERS

Greg Myhre
Board Chair

ATTEST

Brent Parker
County Coordinator / Clerck of the Board



Houston County

MINNESOTA

Human Resources

304 South Marshall Street - Room 206

Caledonia, Minnesota 55921

Phone: (507) 725-5822

Fax: (507) 725-5550

Justification to Fill Vacancy Form

Department: Assessor Office

Position Title: Appraiser Trainee - AMA

Position Classification / Band: B22, B23, B24, C41

Date Vacancy Occurred: February 2, 2026

Section 1: Vacancy Details

1. Reason for Vacancy (check one):
 - Resignation
 - Retirement
 - Termination
 - Internal Promotion/Transfer
 - New Position Previously Approved
 - Other:
2. Is this a budgeted position?
 - Yes
 - No (explain funding source)

Section 2: Operational Impact

1. What essential services or functions are impacted by this vacancy?

The appraisal, sales entry, new construction, land splits, parcel maintenance, and day to day satisfaction of county residents in current assigned cities and townships. Brownsville township and City, Hokah township and City, and La, Crescent City.
2. What risks exist if this position is not filled (e.g., compliance, safety, service delivery delays)?

Areas above not being properly assessed by a state qualified, licensed appraiser can lead to several issues: Including viewing and appraising property, maintaining assessment records, attending equalization meetings, and ensuring uniform assessments across the county. A vacancy could disrupt these critical annual tasks.

Without a legally licensed appraiser in these areas, the validity and uniformity of property valuations may be compromised, potentially leading to challenges during the county board of equalization and tax court. The county could face legal challenges regarding its tax collection procedures, potentially impacting local government services and finances dependent on property tax revenue.



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3. Can these duties be absorbed by current staff?

- Yes Explain Why: All staff currently has assigned parcel counts that exceed state recommendation.
 No

Section 3: Alternatives Considered

1. Have you explored restructuring or redistribution of duties?

- Yes Explain Why: Not physically possible, and maintain correct data for state compliance
 No

2. Could this position be reduced to part-time, seasonal, or contract?

- Yes Explain Why: Parcel count requires full time to maintain accurate state compliance records.
 No

Section 4: Financial Considerations

1. Estimated annual cost (salary & benefits): \$48,750 - \$69,120

2. Funding source / budget line: Assessor (6105) Wages & Salaries Line

3. Will overtime, service delays, or other costs increase if left vacant?

- Yes Explain Why: Work requires significant hours, minimum of 2080 that would all transfer to over time for current staff if office had to absorb position.
 No

Section 5: Department Head Recommendation

Provide a summary justification for why this position should be filled:

The assessor office is a vital part of the counties revenue from taxes. The amount of parcels a single appraiser can accurately do each year is limited, This position is vital for maintaining a correct, fair, and equitable tax for county residents.

Department Head Signature:

Lucas Onstad

Date: 1/5/26

Submit Form



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Fax: (507) 725-5550

Justification to Fill Vacancy Form

Department: Assessor Office

Position Title: Appraiser Trainee - AMA

Position Classification / Band: B22, B23, B24, C41

Date Vacancy Occurred: February 2, 2026

Section 1: Vacancy Details

1. Reason for Vacancy (check one):
 - Resignation
 - Retirement
 - Termination
 - Internal Promotion/Transfer
 - New Position Previously Approved
 - Other:
2. Is this a budgeted position?
 - Yes
 - No (explain funding source)

Section 2: Operational Impact

1. What essential services or functions are impacted by this vacancy?

The appraisal, sales entry, new construction, land splits, parcel maintenance, and day to day satisfaction of county residents in current assigned cities and townships. Brownsville township and City, Hokah township and City, and La, Crescent City.
2. What risks exist if this position is not filled (e.g., compliance, safety, service delivery delays)?

Areas above not being properly assessed by a state qualified, licensed appraiser can lead to several issues: Including viewing and appraising property, maintaining assessment records, attending equalization meetings, and ensuring uniform assessments across the county. A vacancy could disrupt these critical annual tasks.

Without a legally licensed appraiser in these areas, the validity and uniformity of property valuations may be compromised, potentially leading to challenges during the county board of equalization and tax court. The county could face legal challenges regarding its tax collection procedures, potentially impacting local government services and finances dependent on property tax revenue.



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3. Can these duties be absorbed by current staff?

- Yes Explain Why: All staff currently has assigned parcel counts that exceed state recommendation.
 No

Section 3: Alternatives Considered

1. Have you explored restructuring or redistribution of duties?

- Yes Explain Why: Not physically possible, and maintain correct data for state compliance
 No

2. Could this position be reduced to part-time, seasonal, or contract?

- Yes Explain Why: Parcel count requires full time to maintain accurate state compliance records.
 No

Section 4: Financial Considerations

1. Estimated annual cost (salary & benefits): \$48,750 - \$69,120

2. Funding source / budget line: Assessor (6105) Wages & Salaries Line

3. Will overtime, service delays, or other costs increase if left vacant?

- Yes Explain Why: Work requires significant hours, minimum of 2080 that would all transfer to over time for current staff if office had to absorb position.
 No

Section 5: Department Head Recommendation

Provide a summary justification for why this position should be filled:

The assessor office is a vital part of the counties revenue from taxes. The amount of parcels a single appraiser can accurately do each year is limited, This position is vital for maintaining a correct, fair, and equitable tax for county residents.

Department Head Signature:

Lucas Onstad

Date: 1/5/26

Submit Form



**Houston
County**
MINNESOTA

Human Resources

304 South Marshall Street - Room 206

Caledonia, Minnesota 55921

Phone: (507) 725-5822

Fax: (507) 725-5550

Justification to Fill Vacancy Form

Department: Public Health

Position Title: Family Health Nurse

Position Classification / Band: C41

Date Vacancy Occurred: January 13, 2026

Section 1: Vacancy Details

1. Reason for Vacancy (check one):
 - Resignation
 - Retirement
 - Termination
 - Internal Promotion/Transfer
 - New Position Previously Approved
 - Other:
2. Is this a budgeted position?
 - Yes
 - No (explain funding source)

Section 2: Operational Impact

1. What essential services or functions are impacted by this vacancy?

This nurse position works within a small team of three. The primary job duties include family home visiting, WIC services, child and teen check up outreach, etc. Family Health nurses are responsible to meet families where they are at and provided needed resources and outreach to best support the family and set them up for future success. Without this position we are not able to serve as many clients and are unable to meet the minimum visit requirements because of scheduling conflicts.
2. What risks exist if this position is not filled (e.g., compliance, safety, service delivery delays)?

When we are down a nurse we see delays in services and less connections with clients and in return less billed services. We also work as a team to create a priority list because there are some tasks that fall to the back burner to ensure clients are the top priority. Examples being data entry in a timely manner, reporting and quality improvement.



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3. Can these duties be absorbed by current staff?

- Yes Explain Why: There are only 2 other staff in family health. We have shifted some minor duties but the bulk of the work remains with the nurses.
- No

Section 3: Alternatives Considered

1. Have you explored restructuring or redistribution of duties?

- Yes Explain Why: We have leaned on Fillmore County for support but this creates a deduction in our funding.
- No

2. Could this position be reduced to part-time, seasonal, or contract?

- Yes Explain Why: Because the work is year round.
- No

Section 4: Financial Considerations

1. Estimated annual cost (salary & benefits): \$61,318.40 plus benefits.
2. Funding source / budget line: Combination of state / federal grants and county levy.
3. Will overtime, service delays, or other costs increase if left vacant?
 Yes Explain Why: Overtime to ensure work is completed will more than likely be needed.
 No

Section 5: Department Head Recommendation

Provide a summary justification for why this position should be filled:

With only 2 staff in Family Health it makes it very hard to operate. They continue to be very busy. Soon they will start to feel burnout. It will be hard to cover if one needs to take time off for an extended time period. Our hope for 2026 is to grow our family health client base and increase revenues with only two staff this becomes very difficult.

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 20, 2026**

Date Submitted: January 14, 2026
By: Robert Thoen

The Auxiliary Post 6801 has again donated \$200.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

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

Houston County Agenda Request Form

Date Submitted: 1/14/2026

Person requesting appointment with County Board: Jordan Knoke, Public Health Supervisor

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

Issue:

Approve Purchase of Service Agreement with ABC Woodland to provide supported employment services.

Attachments/Documentation for the Board's Review:

Purchase of Service Agreement

Justification:

Action Requested:

Sign contract with ABC Woodland.

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

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Ability Building Center, Inc., 1911 14th Street NW, Rochester, MN 55903** doing business as **ABC Woodland, 521 Old Highway Drive, Caledonia, MN 55921**, "Provider", enter into this Agreement for the term of January 1, 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

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

- b. Purchased Services will be provided at Provider's offices or at other locations authorized by County.
2. Cost and Delivery of Purchased Services
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
- 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services

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

4. Delivery of Services

Except as noted the Provider retains control over:

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

5. 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. 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: Sarah Timmerman
 Ability Building Center
 1911 14th Street NW, PO Box 6938
 Rochester, MN 55903
 saraht@abcinc.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 Bruce Remme.
 - 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.

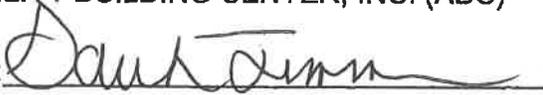
b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

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.

ABILITY BUILDING CENTER, INC. (ABC)

BY: 

DATED: 1-8-26

Sarah Timmerman
Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY: 

DATED: 1/8/26

Houston County
Coordinator

~~APPROVED AS TO FORM AND EXECUTION:~~

BY: _____

DATED: _____

Houston County Attorney

AGENCY NAME: Ability Building Center
CONTRACT TYPE: POS – Employment

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

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment – County Services for Houston County clients	5380	11	750	Per Service Agreement	\$13.07	15 min	PER SERVICE AGREEMENT
Community Based Supported Employment – County Services for Houston County clients	6380	11	760	Per Service Agreement	\$13.07	15 min	PER SERVICE AGREEMENT
Center Based Employment – County Services for Houston County clients	5380	11	750	Per Service Agreement	\$2.18	15 min	PER SERVICE AGREEMENT
Center Based Employment – County Services for Houston County Clients	6380	11	760	Per Service Agreement	\$2.18	15 min	PER SERVICE AGREEMENT

- New Clients will require an Individual Service Agreement developed by a Houston County Case Manager to determine service mix.
- Services may not be provided without prior authorization from the Houston County Public Health Supervisor or Public Health and Human Services Director.
- Not to exceed the amounts indicated on Individual Service Agreements with Houston County Social Services. Total not to exceed \$26,000.

**BUSINESS ASSOCIATE ADDENDUM
TO THE PURCHASE OF SERVICE AGREEMENT**

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

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

A. Definitions

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

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

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

B. If to Business Associate, to:

Attn: Sarah Timmerman
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
saraht@abcing.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.

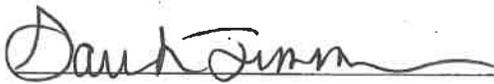
The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered 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: 
Name: Sarah Timmerman
Title: Executive Director
Date: 1/8/26

COUNTY OF HOUSTON

By: 
Name: Brent Parker
Title: County Coordinator
Date: 1/8/26

Houston County Agenda Request Form

Date Submitted: 1/8/2026

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 of Hiawatha Valley Mental Health Center (HVMHC) 2026 POS contract and rates for adult and children's services.

Attachments/Documentation for the Board's Review:

Hiawatha Valley Mental Health Center (HVMHC) 2026 POS contract for review.

Justification:

Hiawatha Valley Mental Health Center is a local mental health center that provides mental and behavioral health services to enhance well-being of the community.

Action Requested:

Approval of the contract

For County Use Only

Reviewed by:

County Auditor

Finance Director

IS Director

County Attorney

County Engineer

Other (indicate dept)

Zoning/Environ

HR/Personne

Recommendation:

Decision:

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



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PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Hiawatha Valley Mental Health Center, 420 East Sarnia Street, Winona, MN 55987**, "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 Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

Medical Evaluation and Management (New and Established Participants at all Levels)

Clinical Supervision

Residential Staff Support - Overnight

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 420 East Sarnia Street, Winona, MN 55987 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 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. 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: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Samia Street
Winona, MN 55987
eriks@hvmhc.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 Erik Sievers.
 - 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 ninety (90) 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.

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- 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.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: Brad Anderson DATED: Signed 1/5/26
Chairperson

BY: Erik Sievers DATED: Signed 1/5/26
Erik Sievers
Executive Director

HOUSTON COUNTY

BY: _____ DATED: _____
Chairperson
Houston County Board of Commissioners

BY: [Signature] DATED: 12/31/25
Houston County Coordinator

APPROVED AS TO FORM AND EXECUTION:

BY: _____ DATED: _____
Houston County Attorney

HIAWATHA VALLEY MENTAL HEALTH CENTER
Houston County Service Rates - 2026
Exhibit A

Service	Brass #	CPT #	Unit	Amount
Comprehensive Evaluation	408	90791	Session	\$ 454
Individual Therapy	452	908xx	Hour	\$ 248
Family Therapy	462	90847	Hour	\$ 248
Mental Health Group	452	90853	Session	\$ 248
Psychological Testing	408	96101	Hour	\$ 428
Substance Use				
Assessment	305	90791	Session	\$ 248
Individual Therapy	336	908xx	Hour	\$ 248
Substance Use Group	352	90853	Hour	\$ 248
CTSS				
Skills Training & Development - Individual and/or Family	434	H2014	15 Min	\$ 62
Skills Training & Development - Group	434	H2014	Hour	\$ 248
Travel	434	H0046	1 Mile	\$ 1
Basic Living Social Skills				
Rehab Basic Skills	446	H2017	15 Min	\$ 62
Rehab Group	446	H2017	Hour	\$ 248
Adult Community Support				
Adult CSP	446		15 Min	\$ 19
Independent Living Skills (ILS)	446		15 Min	\$ 10
Peer Specialist Services				
Self-Help / Peer Services Level 1	446	H0038	15 Min	\$ 14
Self-Help / Peer Services Level 2	446	H0038	15 Min	\$ 16
Self-Help / Peer Services Group	446	H0038	15 Min	\$ 7
Residential				
Staff Support - Overnight - Bluffview	434		Month	\$ 367
Staff Support - Overnight - Bluffview	434		Day	\$ 11
Child Case Management				
Child Case Management - Non MA	492		Month	\$ 737
Adult Case Management				
Adult Case Management - Non MA	493		Month	\$ 737
Other				
Clinical Supervision			Hour	\$ 180
Community Education	102		Hour	\$ 248
Telemedicine Connectivity	454		Quarter	\$ 139
AMHI or Other Funding				
Local Advisory Council	403X		Annual	\$ 11,135
Psychiatry Support Services			Up to Annually	\$ 39,474
Peer Support Network			Annual	\$ 36,096

Combined Service Total of POS not to exceed

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 Hiawatha Valley Mental Health 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) **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.U.S.C §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 Marshall Street
Caledonia, MN 55921
dhsaccounting@hocomn.gov

B. If to Business Associate, to:

Attn: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Sarnia Street
Winona, MN 55987
eriks@hvmhc.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: Erik Sievers

Name: Erik Sievers

Title: Executive Director

Date: Signed 1/5/26

COUNTY OF HOUSTON

By: Brent Parker

Name: Brent Parker

Title: County Coordinator

Date: 12/31/25

Auditor Warrants 2025/12/31

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 1/15/2026 12:03 PM

To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

2025/12/31 AUDITOR WARRANTS

VENDOR NAME	AMOUNT
CONSOLIDATED ENERGY COMPANY	5,634.32
FRONTIER PRECISION INC	2,479.00
GOVERNMENT MANAGEMENT GROUP	4,250.00
INSIGHT PUBLIC SECTOR	4,247.53
INTELLICENTS	6,000.00
LA FLEUR LAW OFFICE LLC	2,647.50
LIBERTY TIRE RECYCLING LLC	3,585.35
METAL CULVERTS INC	43,927.60
MNCCC	17,655.00
NEWMAN SIGNS INC	12,049.10
TREASURER CITY OF LA CRESCENT	6,292.92
US BANK VOYAGER FLEET SYS	2,258.75
VASKE COMPUTER INC	8,450.00
VISA	12,100.58
WIEBKE TIRE CO	3,260.00
WRIGHT/CINDY	2,118.20
	<hr/>
	136,955.85
51 VENDORS PAID LESS THAN \$2000.00	
	<hr/>
	18,310.62
	<hr/>
	<u>155,266.47</u>

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921
507-725-5825

Auditor Warrants 2026/01/12

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 1/15/2026 12:04 PM

To HoCo BOC <BOC@HoCoMN.gov>

**REVIEW LICENSE CENTER
PAYMENTS**

2026/01/12 AUDITOR WARRANTS:

VENDOR NAME	AMOUNT
COMPUTER FORENSIC SERVICES LLC	48,301.41
FELDMEIER/MATTHEW	85,204.00
HOUSTON COUNTY TREASURER	84,273.80
LETG LLC	45,271.15
MACTEK SYSTEMS INC	4,837.00
MASWCD	7,654.59
MN COUNTIES	
INTERGOVERNMENTAL TRUST	7,477.00
MN COUNTY ATTORNEY ASSN	4,550.00
MN STATE TREASURER	4,189.00
VAN DIEST SUPPLY COMPANY	39,322.70
WINONA COUNTY PLANNING & ZONING	4,188.86
	<u>335,269.51</u>
21 VENDORS PAID LESS THAN \$2000.00	12,831.88
	<u><u>348,101.39</u></u>

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921
507-725-5825
LColsch@HoCoMN.gov

Commissioner Warrants 2026/01/20

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Thu 1/15/2026 1:17 PM

To HoCo BOC <BOC@HoCoMN.gov>

Cc Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>

REQUEST APPROVAL FOR PAYMENTS

**2026/01/20 COMMISSIONER
WARRANTS:**

VENDOR NAME	AMOUNT
ABILITY BUILDING COMMUNITY	2,279.42
ACENTEK	4,463.29
ADMZ PROPERTIES	3,650.00
ADVANCED CORRECTIONAL HEALTHCAR	8,112.33
BOLTON & MENK INC	2,250.00
CALEDONIA SNO GOPHERS CLUB	20,421.72
CALEDONIA/CITY OF	12,348.44
EHLERS	1,212,625.00
ENTERPRISE FM	11,199.61
GREAT LAKES SALT COMPANY	84,921.50
HOKAH CO-OP OIL ASSN	4,530.00
HOUSTON COUNTY TREASURER	37,726.39
HOUSTON-MONEY CREEK	9,563.40
SNOWRIDERS	
LA CRESCENT TRAIL	7,448.76
MAYO CLINIC	15,834.69
MN COUNTIES INTERGOVERNMENTAL TR	408,865.00
MN SHERIFF'S ASSN	7,096.89
MN STATE AUDITOR	10,981.95
MN TRANSPORTATION ALLIANCE	2,813.00
RICHARD'S SANITATION LLC	16,833.35
SCHNEIDER CORPORATION/THE	69,164.40
SELCO	50,820.75
SEMV CET	8,858.37
THORSON GRAPHICS LLC	2,354.56
VIKING RIDGE RIDERS	7,900.20
WEX BANK	5,790.39
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	2,028,853.41

32 VENDORS PAID LESS THAN \$2000.00	14,345.60
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	2,043,199.01
PUBLIC HEALTH & HUMAN SERVICES	218,169.88
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	2,261,368.89
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Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
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