



# COUNTY OF CHISAGO

## BOARD OF COMMISSIONERS

Chisago County Government Center  
313 North Main Street, Suite 160A  
Center City, MN 55012-9663

Commissioners:  
District 1  
Chris DuBose  
District 2  
Rick Greene  
District 3  
Marlys Dunne  
District 4  
Ben Montzka  
District 5  
Mike Robinson

### REGULAR MEETING – Wednesday, November 3, 2021 County Board Room, Suite 160A

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

#### Health & Human Services Committee of the Whole:

##### Topics for Discussion:

- |                                                                                      |       |
|--------------------------------------------------------------------------------------|-------|
| 1.) Community Health Board Report                                                    | TAB 1 |
| <u>Items for Committee Review/Recommendation: (discussed in detail as requested)</u> |       |
| 2.) Payment of County's Warrants for HHS                                             | TAB 2 |
| 3.) MDH Comm. Health Board Grant 2022-2026 - Women, Infants and Children (WIC)       | TAB 3 |
| 4.) Chisago County Interagency Children's Services Collaborative-Revised 2022-2026   | TAB 4 |
| 5.) Prof/Tech. Services Contract with Solid Oak Financial Services through 2024      | TAB 5 |
| 6.) Out of State Travel Request – Monthly Client Visit to Connecticut                | TAB 6 |
| 7.) Purchase of Service Agreement with Resource Training and Solutions               | TAB 7 |

7:00 p.m. Citizen's Forum

The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

#### Board of Commissioners' Consent Agenda:

- |                                                                                      |       |
|--------------------------------------------------------------------------------------|-------|
| 1.) HHS Committee Recommendation – Director's Report                                 | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS              | TAB 2 |
| 3.) HHS Committee Recommendation – MDH Comm. Health Board Grant 2022-2026 – WIC      | TAB 3 |
| 4.) HHS Committee Recommendation – Interagency Children's Services Collaborative     | TAB 4 |
| 5.) HHS Committee Recommendation – Services Contract Solid Oak Financial Services    | TAB 5 |
| 6.) HHS Committee Recommendation – Out of State Travel Request – Monthly Visit to CT | TAB 6 |
| 7.) HHS Committee Recommendation – Agreement with Resource Training and Solutions    | TAB 7 |
| 8.) Payment of County's Warrants and Miscellaneous Bills                             | TAB 8 |
| 9.) Minutes from the October 20, 2021 Regular Meeting                                | TAB 9 |

#### Other County Business:

- |                                                                  |        |
|------------------------------------------------------------------|--------|
| 10.) Notice of Retirement of Ms. Janet Converse, County Recorder | TAB 10 |
| 11.) East Central Energy – Letter of Support for Broadband       | TAB 11 |
| 12.) Johnny & Brittany Mold Final Plat "Dogwood Addition"        | TAB 12 |

#### Discussion Items:

- Administrator Updates

- Correspondence
- Commissioner Committee Reports

## Adjourn Meeting of the Board of Commissioners

### Citizen's Forum:

The Citizen's Forum is provided so individuals may make a comment, statement, question or proposal to the Chisago County Board of Commissioners. Comments, statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. Individuals are asked to conduct themselves in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak.

Citizens may participate in the Board meetings in one of two ways:

1. Letters may be submitted to individual Commissioners or the County Administrator directly or through the 'Form Center' on the County Website. Letters will be accepted up until 2 hours before the Board meeting time. Commissioners may choose to read the letter before the Board and the public for up to 3 minutes. The letters will not become a part of the formal record, as is consistent with County precedent.
2. Individuals wishing to participate in Citizen's Forum in-person may sign up via a sign-up sheet, and they will be asked to speak at the microphone for up to 3 minutes during the Citizen's Forum portion of the meeting. The microphone is positioned in the doorway of the County Boardroom so the Board may see and hear the presenter while maintaining social distancing.



TAB #1

To: Chisago County Board of Commissioners  
From: Courtney Wehrenberg, CHS Administrator, Public Health  
Date: 11/3/2021  
Re: Community Health Board Report

#### **Covid update**

Since July cases had continued to trend upward and pediatric cases have reached an all-time high. In fact, early October Chisago's test positivity rate was 14.7 percent. Our highest rate was 15.4% back in November 2020. More recent data indicates we may have reached our peak. The past few weeks the number of new cases, hospitalizations and positive test rates are all trending lower than two weeks ago but still remain quite high. High cases of Covid and the upcoming influenza season continues to stress our hospital systems experiencing staffing shortages.

Boosters for both Moderna and Pfizer have now been approved and Public Health would like your support in providing ongoing clinics and testing to keep community spread at bay, especially with the holidays approaching. With boosters requiring only 1 vaccine per adult and some of our local partners offering the vaccine we anticipate spending 1/3 to 1/2 of the time we spent in the spring to complete these.

Grant funding to support Covid-19 Vaccine/Testing efforts-

State Grant- 75,559    Federal- 418,227    (of the two we have 377,000 remaining)

#### **STATE/LOCAL GOALS**

PH-Infrastructure and insufficient capacity to provide mandated services has been reported by many counties across the state for several years and this is even more evident in the wake of Covid-19. Though I pride the diligent work of our local public health team and the amount of work we have been able to do despite these challenges, we know there is much more that can be done to prevent poor health outcomes. In your packet you will see the 2021 Report to the legislature regarding PH Workforce that notes the challenges faced by the public health system. The graph below shows that between 2007 and 2019 per capita local public health expenditures decreased substantially. In similar trend the statewide public health workforce saw an 11% reduction during that time.



Pg. 6 PH system development in Minnesota (Report to the Legislature)

#### 2021 Legislative Funding to Support Public Health

- 6 million infrastructure funding (intent to improve system)
- 7 million LPH Grant increase to state Chisago County Community Health Board given an additional 43,661 in addition to previous funding of \$135,128 annually.
- Additionally, SCHSAC will continue their committee work on Public Health in the 21<sup>st</sup> Century- review of the framework outlining foundational public health responsibilities and assessment of the system and our ability to carry them out effectively.

It will be important in the upcoming months as we revisit our strategic plan and community health assessment (CHA) to work closely with partners to leverage our work, to wisely choose use of our increased LPH and infrastructure funds, to collaborate on use of ARP funds, and to create unique strategies to ensure essential PH services are met.

That being said, I would like to acknowledge the support from this board in moving the contract SHIP position to an employee and passing the grant funding community health specialist lead position. We are hopeful positions such as this can assist in improving surveillance, data collection, identify and create solutions to meet local challenges.

#### Community Health Assessment

As I mentioned, earlier we are due to conduct another Community Health Assessment and will begin that process in 2022.

#### Current Priorities

1. Mental Health
2. ACE's
3. Obesity
4. Food Insecurity

In discussion with two of our local health care systems, they are noting Navigating and Accessing healthcare along with mental health as top concerns in their CHA. We can likely anticipate the same for us. When entering my profession, I heard often that in 15-20 years we would start to see healthcare

staffing shortages due to baby boomers retiring from the workforce and more needing care. I believe, that time has come and again given a great nudge due to Covid. Even more troublesome is that the staffing shortages do not stop in the hospital systems but are also present in community settings, in which care for our most vulnerable populations in assisted livings and group homes. Recent numbers show that Minnesota has a deficit of 23,000 workers in LTC facilities alone. It will be important for us to keep this in our forethoughts as we develop our community health plan and implement both long term and short term goals.

#### **OTHER PRIORITIES:**

#### **STRATEGIC PLANNING**

I also mentioned we are doing another strategic plan with meetings underway this month. We hope to share the plan with the board in the new year.

#### **FAMILY HOME VISITING**

As you know we have been a partner of the Metro Alliance for Healthy Families for several years. We invested a lot of time and training on this model. However, this past year MDH has demonstrated support in MESCH, an evidenced based family home visiting program as an option for LPH to administer FHV programs. Chisago County has been seeking more information about this program as it seems to offer similar outcomes but at less cost to administer. We currently have grant funding to support our current efforts with MAHF through 2022 and Metro alliance will request funds through a new 2022 RFP process from MDH. It is my recommendation to continue to work with MAHF as a partner but to designate staff according to grant support we get. I would recommend ongoing evaluation of MESCH and possibility to designate specific nurses to that program if supported by additional grant funding to train and implement the program. This will allow us to evaluate the effectiveness of both programs, assess costs.

#### **Public Health Responsibilities**

Minn. Stat. § 145A.04 , subd. 1a

1. Assure an adequate local public health infrastructure
2. Promote healthy communities and healthy behavior
3. Prevent the spread of communicable diseases
4. Protect against environmental health hazards
5. Prepare and respond to emergencies
6. Assure health services



# Public health system development in Minnesota

## REPORT TO THE LEGISLATURE

04/08/2021

## Public health system development in Minnesota: Report to the Legislature

Minnesota Department of Health  
Center for Public Health Practice  
PO Box 64975  
St. Paul, MN 55164-0975  
651-201-3880  
[health.ophp@state.mn.us](mailto:health.ophp@state.mn.us)  
[www.health.state.mn.us](http://www.health.state.mn.us)

As requested by Minnesota Statute 3.197: This report cost approximately \$4750 to prepare, including staff time, printing and mailing expenses.

*Upon request, this material will be made available in an alternative format such as large print, Braille or audio recording.  
Printed on recycled paper.*

# Contents

|                                                                |   |
|----------------------------------------------------------------|---|
| Contents .....                                                 | 3 |
| Introduction .....                                             | 4 |
| Harvesting early lessons from 2020 .....                       | 4 |
| Community leaders rely on their local health departments ..... | 4 |
| Public information and communication .....                     | 5 |
| Data systems and technology .....                              | 5 |
| Community engagement and trust .....                           | 5 |
| Skepticism taxes the public health workforce .....             | 6 |
| Current state of the system .....                              | 6 |
| Eroding investment in local public health .....                | 6 |
| Shrinking local public health workforce .....                  | 7 |
| Uneven workforce composition and distribution .....            | 7 |
| Public health accreditation standards out of reach .....       | 7 |
| Going forward .....                                            | 8 |
| End notes .....                                                | 9 |

## Introduction

This report on the State of Minnesota's local public health system has been published every two years since 1992. State statute requires this report on how the state's local public health system is meeting its responsibility to deliver core public health activities to the people of Minnesota.

Previous versions of this report, and a host of other Minnesota Department of Health (MDH) publications and testimony have repeatedly raised alarm, by painting a precarious picture of local health departments that do not have sufficient funding or staff to carry out core activities. Local health directors have long predicted that their departments would be overwhelmed by even a small infectious diseases outbreak.

The coronavirus pandemic is testing Minnesota's public health departments to a degree we dared not imagine. In many ways, local health departments have risen to the occasion. However, a lack of basic infrastructure has slowed response and led to frustration. This year's report will capture early lessons from the coronavirus pandemic, and provide an update on the state of Minnesota's local public health system.

## Harvesting early lessons from 2020

Minnesota's public health workforce has shown leadership, skill, dedication, and compassion throughout a pandemic that has lasted far longer and turned far worse than any anticipated. When COVID-19 reached Minnesota in early 2020, local health departments ramped up to mount and sustain intense effort that continues today. The response showcases important strengths and validates longstanding concerns about the local public health infrastructure (e.g., communications, data systems and technology, community relationships). Indeed, past versions of this report characterize the infrastructure as insufficient to support even routine operations, let alone enable a coordinated, statewide pandemic response tailored to each of Minnesota's unique geographic and cultural communities.

To harvest early lessons from Minnesota's local public health response to COVID-19, MDH reached out to select state, local and tribal public health decision-makers, leaders and staff. Meetings tapped an eagerness to share and repeated familiar concerns. MDH also conducted brief individual interviews in several Minnesota communities with a cross-section of local leaders (e.g., representing businesses, law enforcement, education, health care and community-based organizations). Comments showcase the multi-faceted and too-often overlooked contributions of local public health in Minnesota. These collective insights are woven throughout the report.

## Community leaders rely on their local health departments

Three dominant themes emerged when talking with local leaders about how they count on their local health departments.

- Local public health provides leadership and localized expertise.
- Local public health simplifies and tailors state guidance.
- Local public health brings people and organizations together to work as a community.

Interviewees' thoughts, below, reflect these overarching themes.

*"It would be hard to exaggerate the degree to which we have become dependent on local public health to lead the pandemic effort." (Director, local chamber of commerce in northern Minnesota)*

*"[Local public health] brings an understanding of our local situation. They have a direct connection to MDH and can get advice, recommendations and resources. Local public health lives here, works here, understands local people and problems. And it's their job—partnering and working with everyone." (Central Minnesota sheriff)*

*"The health department takes guidance and makes it relatable for us....so it isn't just a Twin Cities perspective, but a local perspective." (City manager and director of economic development, southwest Minnesota)*

*"Public health played a lead role in pulling together [a multidisciplinary group of local leaders that] knit different facets of our community together so it's not business vs. health community, with businesses wanting to take risks and public health urging everyone not to. We worked together to figure out how to balance... the health perspective and business perspective. It has worked really well." (Resort owner)*

## Public information and communication

Overall, local public health departments made great strides in communications during 2020, with significantly enhanced social media, mass media, engagement of trusted messengers, and use of multiple languages and formats. The demand for information has been overwhelming, and local health departments feel the pressure to communicate nuanced public health guidance to multiple audiences that want quick, easily digestible, visual pieces of information. Local public health departments recognize the need to be even more proactive and more sophisticated in reaching multiple audiences, and more unified and consistent in statewide public health messaging. Misinformation and lack of trust continue as major challenges.

## Data systems and technology

Minnesota counts on public health for timely, accurate and credible data. Yet there are large gaps in availability of local data, and local expertise to interpret and present data. In many cases, software and technology is outdated. Many systems lack interoperability and have reached the limits of capacity. As a result of these limitations, Minnesota health departments, community members, partners, and elected officials endure costly inefficiencies, and base decisions on old or less relevant information that doesn't reflect the local context.

## Community engagement and trust

COVID-19 requires health departments to work intensively with many sectors and many communities, especially those that have been historically marginalized or underserved (communities of color, indigenous, immigrants and refugees, disability, and LGBTQ communities). Some local health departments drew on deep community connections and trusted relationships that they had already cultivated and earned. Other departments faced the pandemic with more tenuous relationships and fewer community connections. A pervasive and basic lack of trust hampered Minnesota's ability to navigate the rapidly changing context and widespread misinformation of this pandemic, and will further stymie the routine work of public health in the years ahead. All Minnesotans

should feel heard and respected by the departments that serve them, so that public health in Minnesota can work more aggressively and effectively to assure equal opportunity for health among all Minnesotans.

*They are with us at every food distribution, answering questions on testing and vaccination. People are misinformed, confused, scared. [It] helps to have a professional who knows. Public health people have such heart. But they need to be more bicultural. More bilingual. This is a barrier for us. We have to have an interpreter and it takes a long time. There is lack of trust.*  
(Community project coordinator, Metro Community Action Partnership)

## Skepticism taxes the public health workforce

In addition to the long hours and insurmountable demands, local leaders have faced public scrutiny and, in some places, lack of support from their leadership. This response has taken an emotional toll on the local public health workforce with potential long-term ramifications. While Minnesota data do not yet indicate a “mass exodus” from the field, we anticipate the response effort will have an impact in local public health leadership and staff turnover.

## Current state of the system

The pandemic illustrates the grave issues with local public health funding, workforce, and capacity that many local public health leaders have previously voiced in reporting to MDH,<sup>1,2</sup> and during workgroups convened to improve the public health system.<sup>3</sup> These issues have been detailed in prior versions of this legislative report.<sup>4,5</sup>

## Eroding investment in local public health

Minnesota’s investment in local public health has not kept pace with inflation or need. Inflation-adjusted, per capita local public health expenditures fell sharply from 2007 to 2012 and remain far below pre-recession levels at approximately \$59 per capita (Figure 1).

Figure 1. Per capita expenditures across Minnesota’s local public health system, 2007-2019

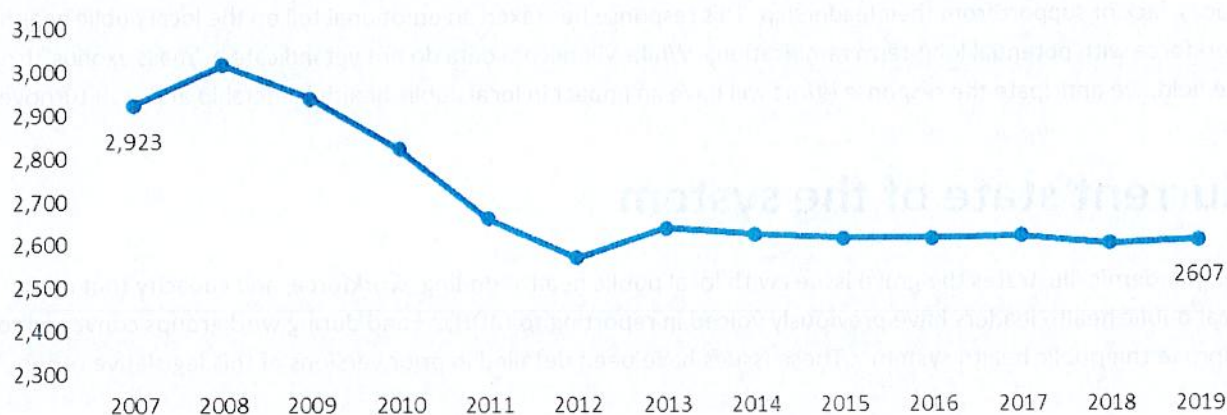


Most local public health funding is generated at the local level (e.g., reimbursements and fees for services, local tax levy, and other local funds). State funds account for 16 percent of total expenditures, and federal funds account for 33 percent.<sup>6</sup>

## Shrinking local public health workforce

Between 2007 and 2018, the local public health system lost 325 FTEs, equivalent to 11 percent of the state's local public health workforce. Total FTEs fell sharply from 2008 to 2012 and remains low by historic standard (Figure 2).<sup>7</sup>

Figure 2. Total FTEs in Minnesota's local public health system, 2007-2019



## Uneven workforce composition and distribution

Regardless of population size served, all community health boards are expected to carry out foundational responsibilities; yet in many cases, small, rural community health boards lack sufficient staff with necessary skills.<sup>8</sup>

- Only seven community health boards (14 percent) have epidemiologists, and all but one of these community health boards are located in the metro region.
- Total FTEs employed by community health boards range from 6 FTEs to 366 FTEs, with a median of 34 FTEs. Ten community health boards (20 percent) employed fewer than 15 total FTEs.
- The five largest community health boards by population accounted for 38 percent of all FTEs in Minnesota's local public health system—more FTEs than the combined total of the 37 smallest community health boards in the state.

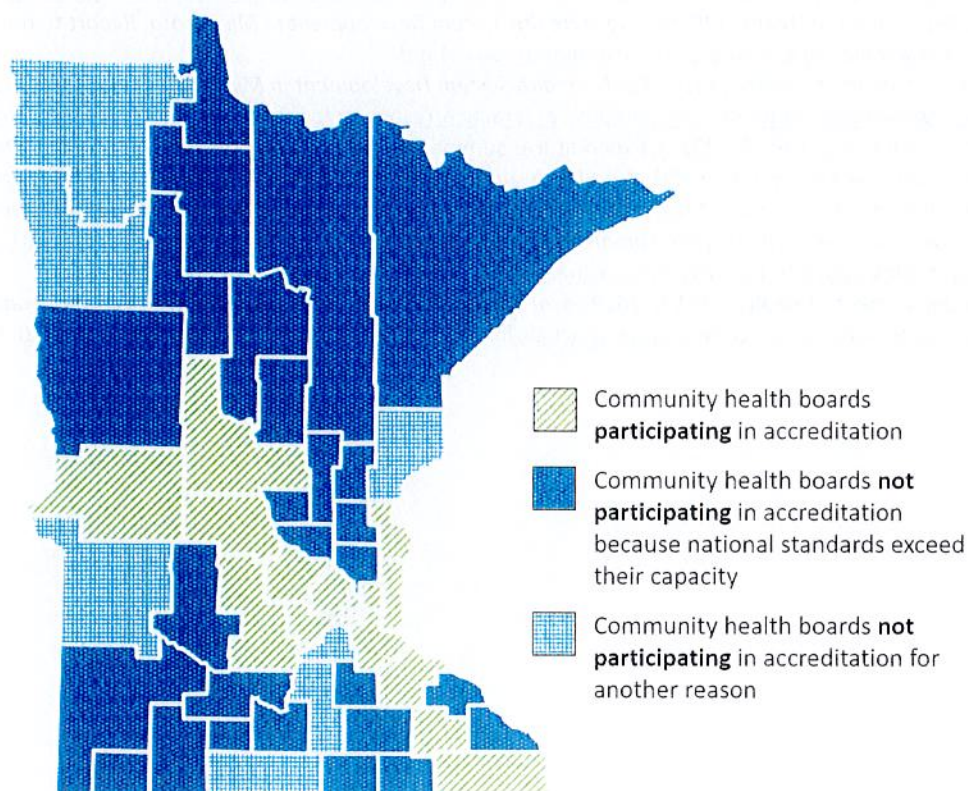
## Public health accreditation standards out of reach

The Minnesota Department of Health helps local health departments seek and maintain public health accreditation to ensure that Minnesota's public health system meets and exceeds national Public Health Accreditation Board standards.<sup>9</sup> Ten of Minnesota's 51 community health boards (20 percent) have achieved voluntary national accreditation. Some of Minnesota's non-accredited health departments are in the process or

planning to apply (18 percent), but most are undecided, or have decided not to pursue national accreditation (62 percent).

These community health boards aren't merely dismissing the accreditation standards. Not a single community health board reports to MDH that the standards are inappropriate. The leading reason community health boards provide for not pursuing accreditation—as reported by 26 community health boards that serve more than 1.8 million Minnesotans (29 percent of the state population)—is that *the accreditation standards exceed their capacity* (Figure 4).<sup>10</sup>

Figure 4. Minnesota community health boards participating in accreditation, 2018



## Going forward

2020 raised expectations and heightened visibility of Minnesota's public health system. Stakes are high with large and lasting implications for the economy and quality of life. Early lessons and demands from the COVID-19 pandemic necessitate bold action to shore up the foundational public health infrastructure, and to position Minnesota to meet public health challenges in the years ahead.

## End notes

<sup>1</sup> Minnesota Department of Health. (2017). *Ability to Meet Minimum Expectations: The Current State of Local Public Health in Minnesota*. Online: [https://www.health.state.mn.us/communities/practice/schsac/workgroups/docs/2017-11\\_capassessment-summ.pdf](https://www.health.state.mn.us/communities/practice/schsac/workgroups/docs/2017-11_capassessment-summ.pdf)

<sup>2</sup> Minnesota Department of Health. (2019). *2018 Local Public Health Act performance measures: Data book*. Online: <https://www.health.state.mn.us/communities/practice/lphact/annualreporting/docs/2018databook.pdf>

<sup>3</sup> Minnesota Department of Health. (2018). *Strengthening Public Health Workgroup: Final Report to the State Community Health Services Advisory Committee*. Online: [https://www.health.state.mn.us/communities/practice/schsac/workgroups/docs/2018-05\\_strengtheningPH.pdf](https://www.health.state.mn.us/communities/practice/schsac/workgroups/docs/2018-05_strengtheningPH.pdf)

<sup>4</sup> Minnesota Department of Health. (2019). *Public Health System Development in Minnesota: Report to the Legislature*. Online: <https://www.leg.mn.gov/docs/2019/mandated/190494.pdf>

<sup>5</sup> Minnesota Department of Health. (2017). *Public Health System Development in Minnesota: Report to the Legislature*. Online: <https://www.health.state.mn.us/communities/practice/resources/publications/docs/1701legreport.pdf>

<sup>6</sup> Minnesota Department of Health. (2021). Expenditures summary for Minnesota's local public health system in 2019.

<sup>7</sup> Minnesota Department of Health. (2021). Workforce summary for Minnesota's local public health system in 2019.

<sup>8</sup> Minnesota Department of Health. (2021). Workforce summary for Minnesota's local public health system in 2019.

<sup>9</sup> 2020-2021 Governor's biennial budget recommendations. Online: <https://mn.gov/mmb-stat/documents/budget/2020-21-biennial-budget-books/governors-revised-march/health-department.pdf>, p. 109.

<sup>10</sup> Minnesota Department of Health. (2019). *2018 Local Public Health Act performance measures: Data book*. <https://www.health.state.mn.us/communities/practice/lphact/annualreporting/docs/2018databook.pdf>, p. 18.

CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
November 3, 2021

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

| <u>Prepared Check Date</u> | <u>Amount</u> | <u>Mail Date</u> | <u>Type of Payment</u> |
|----------------------------|---------------|------------------|------------------------|
| 10/22/2021                 | \$153,167.51  |                  | County's Warrants      |
| 10/22/2021                 | \$13,809.52   | 11/3/2021        | Auditor's Warrants     |
| 10/29/2021                 | \$125,379.50  |                  | County's Warrants      |
| 10/29/2021                 | \$45,931.19   | 11/3/2021        | Auditor's Warrants     |

\*\*\*\*\*All Warrants Available with the Clerk of the Board\*\*\*\*\*

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## Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Item Number:</b> <span style="font-size: 24pt; font-weight: bold;">3</span> |
| <b>Title of Item for Consideration:</b> Minnesota Department of Health Community Health Board Grant 2022-2026 - Women, Infants and Children (WIC) Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                |
| <b>Action Requested by:</b> Robert Benson, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Department:</b> Health and Human Services                                   |
| <b>Previous Action on this Matter:</b> Acceptance of a grant agreement with the MN Department of Health for the Women, Infants and Children (WIC) Program dated 1/1/2016 through 12/31/20.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                |
| <p><b>Background:</b> This is a renewal of a long-standing grant agreement with the MN Department of Health for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants and Children (WIC).</p> <p>WIC is a nutrition program that helps eligible pregnant women, new mothers, babies and young children eat well, learn about nutrition and stay healthy. WIC provides:</p> <ul style="list-style-type: none"> <li>Nutrition education and counseling</li> <li>Nutritious foods</li> <li>Referrals to health and other social services</li> </ul> <p>WIC services are provided to Chisago County citizens at the Center City and North Branch government center locations.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Minnesota Department of Health Community Health Board Grant Project Agreement</li> </ul> |                                                                                |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Community Health Board Grant Project Agreement. The suggested motion is as follows:</p> <p style="text-align: center;"><b><i>“Move to approve the Minnesota Department of Health Community Health Board Grant Project Agreement.”</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                |
| <p><b>Implications of Action:</b> Approval of this agreement will allow Chisago County Health and Human Services to receive state funding (An amount to be determined at a later time) for provision of the WIC program to eligible Chisago County residents.</p> <p><b>Budget/Financial Implications:</b> State grant dollars.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures. The County Attorney has approved as to form.</p>                                                                                                                                                                                                                                                                                                                        |                                                                                |

### Administrator's Recommendation

Approve

CLB

Deny

Other

Motion By:

Seconded by:

To:

Action on Motion:

Aye

Nay

Abstain

**DRAFT**

## Minnesota Department of Health Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Grant Project Agreement

**CONTACT FOR MDH:** Kate Franken, 651-201-4403, [kate.franken@state.mn.us](mailto:kate.franken@state.mn.us)

### Grantee SWIFT Information

**Name of MDH Grantee:**  
Chisago County Community Health Board

**Grantee SWIFT Vendor Number:**  
0000197284  
**SWIFT Vendor Location Code:** 001

### Grant Agreement Information

**Grant Agreement/Project Agreement Number:** 202792

**Period of Performance Start Date:**  
January 1, 2022  
**Period of Performance End Date:**  
December 31, 2026

### Funding Information

**Total Grant Funds (all funding sources):**  
\$

**Total Federal Grant Funds:** \$

## Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

**Grantee Data Universal Numbering System (DUNS) Name and Number**  
**Grantee's Approved Indirect Cost Rate for the Grant**

**Is The Award for Research and Development?**

**Project Description**

**DUNS Name:** Chisago, County of  
**DUNS Number:** 103919879

☐ Yes  
☒ No

Minnesota is authorized to enter into contractual agreements for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants and Children, and the Food Nutrition Service of the U.S. Department of Agriculture

|                                                                                  |                                                                                                                             |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Federal Awarding Agency</b>                                           | Title 7, Part 246 of the Child Nutrition Act of 1966                                                                        |
| <b>CFDA Name and Number</b><br>(Catalog of Federal Domestic Assistance)          | <b>CFDA Name:</b> WIC Special Supplemental Nutrition Program for Women, Infants, and Children<br><b>CFDA Number:</b> 10.557 |
| <b>Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number</b> | 222MN004W1003                                                                                                               |
| <b>Federal Award Date</b><br>(Date MDH received federal grant)                   | 10/01/2021 – 09/30/2022                                                                                                     |
| <b>Total Amount of Federal Award Received by MDH</b>                             | \$32,000,000                                                                                                                |

**Minnesota Department of Health  
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ( "STATE") and **Chisago County Community Health Board**, an independent organization, not an employee of the State of Minnesota, address **313 N. Main St., Rm 239, Center City, MN 55012**, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number **12-700-00064** ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes Section 145.894(b) and Minnesota Rules 4617.0030 is authorized to enter into contractual agreements for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program), and the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) has promulgated Title 7, Code of Federal Regulations (7 C.F.R.) Part 246, under Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), to carry out the WIC Program (CFDA#10.557). Accordingly, the STATE is empowered to administer the WIC Program; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. ***Term of Agreement.***
  - 2.1 ***Effective date.*** This grant project agreement shall be effective on January 1, 2022, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later.** The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.
  - 2.2 ***Expiration date.*** December 31, 2026, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. ***Grantee's Duties and Responsibilities.*** The GRANTEE shall: complete the duties set forth in Exhibit A "Grantee's Duties," which is attached and incorporated into this grant project agreement.
4. ***Consideration and Payment.***
  - 4.1 ***Consideration.*** The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) *Compensation.* The GRANTEE will be paid by notification of their grant amount through annual funding letters, in an amount that will be based on available federal funds as described in Exhibit B, WIC Grant Funding.

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed an amount established in written funding letters, which upon available federal funds as outlined in Exhibit B. The STATE may, at the option of the STATE, withhold from such payment any or all amounts for which the GRANTEE is required to reimburse the STATE under Clause J of Exhibit A.

#### 4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices must be submitted as described in Exhibit B, WIC Grant Funding.

(b) *Federal Funds.* Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title 7, Part 246, CFDA number 10.557 of the Child Nutrition Act of 1966 (42 U.S.C. section 1786), including public law and all amendments. The Notice of Grant Award (NGA) number is 222MN004W1003. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. **Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
6. **Ownership of Equipment.** Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C or, for Notice of Grant Awards issued on or after December 26, 2014, in accordance with Code of Federal Regulations, Title 2, Subpart A, Chapter II, Part 200. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

#### 7. Authorized Representatives.

7.1 *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Kate Franken, WIC Program Director, Minnesota Department of Health, 85 East 7<sup>th</sup> Place, PO Box 64882, St. Paul MN 55164-0882, telephone number 651-201-4403, and email [kate.franken@state.mn.us](mailto:kate.franken@state.mn.us), or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

**7.2 GRANTEE's Authorized Representative.** The GRANTEE's Authorized Representative is Courtney Wehrenberg, CHS Administrator, 6133 402nd Street, North Branch, MN 55056, 651-213-5217, Courtney.Wehrenberg@chisagocounty.us, or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

## **8. Termination.**

**8.1 Termination by the STATE.** The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

**8.2 Termination for Cause.** If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

**8.3 Termination for Insufficient Funding.** The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

- 9. Publicity.** Any publicity given to the program, publications, or services provided from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

## **10. Clerical Error**

Notwithstanding the Master Grant Contract Agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Contract Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

## **11. Other Provisions.**

**11.1** The STATE will provide technical assistance and consultation to enable the GRANTEE to establish and administer a WIC Program.

**11.2** The STATE will provide appropriate forms and materials necessary to establish and administer a WIC Program.

11.3 The STATE will provide access to 7 CFR Part 246 the Minnesota WIC Program Operations Manual, Minnesota Rules Chapter 4617, State policies and procedures, and other instructions and guidelines on a timely basis necessary to establish and administer a WIC Program.

11.4 The STATE will provide training information for new GRANTEE staff.

11.5 In the event this agreement be completed or expire, terminate, or be cancelled on or before December 31, 2026 and in the absence of the STATE and GRANTEE entering into a subsequent grant agreement under which GRANTEE will immediately continue to administer the WIC Program, the GRANTEE shall, within forty-five (45) days of the effective date of termination or cancellation shall:

- a) Liquidate all unpaid obligations related to the WIC Program incurred prior to the end of the agreement and submit a detailed accounting of these cumulative expenditures to the STATE;
- b) Refund to the STATE all remaining unexpended monies received from the STATE under this agreement; and,
- c) Remit to the STATE all equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this agreement and related to and funded in part or whole by the STATE.

11.6 Ownership of Equipment; Insurance on and Liability for Equipment.

- a) Notwithstanding anything in the MASTER GRANT CONTRACT, any equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this project-agreement and related to and funded in part or whole by the STATE (hereinafter collectively referred to as the "Equipment"), shall be the exclusive property of the STATE and all of the Equipment shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this project agreement. The GRANTEE shall not use, willingly allow, or cause to have the Equipment used for any purpose other than performance of the GRANTEE'S obligations under this project agreement, without the prior written consent of the STATE.
- b) The GRANTEE shall maintain insurance on all of the Equipment at all times unless and until the STATE receives all the Equipment upon completion, termination, or cancellation of this project agreement. The insurance maintained by the GRANTEE shall cover all loss or damage to the Equipment caused by theft, vandalism, fire, or other casualty, and shall be in an amount sufficient to cover replacement of all Equipment with substantially identical items. In the event of any loss of or damage to any of the Equipment, including any loss or damage caused by GRANTEE or its agents or employees and any loss or damage from theft, vandalism, fire, or other casualty, the GRANTEE shall, at the expense of the GRANTEE, fully repair all damaged Equipment and replace all lost Equipment with substantially identical items. The GRANTEE shall not use any funds from the STATE to repair or replace any lost, stolen, or damaged Equipment.
- c) In the event of any computer breakdowns, including-any malfunction of computer hardware or software or both, the GRANTEE shall contact the Service Provider contracted by the STATE to fully repair or, if necessary, replace the computer hardware or software or both to enable the computer hardware and software to operate properly. The GRANTEE shall not, without the prior written consent of the STATE, modify the Equipment that is computer equipment or computer software.

11.7 Ownership of Materials and Intellectual Property Rights.

- a) Notwithstanding anything in clause 10 of the MASTER GRANT CONTRACT, STATE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this

project agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

- b) The GRANTEE hereby assigns to the STATE all rights, title and interest to the MATERIALS. GRANTEE shall upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this project agreement by the GRANTEE, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this project agreement. The GRANTEE, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the GRANTEE'S obligations under this project agreement without the prior written consent of the STATE'S Authorized Representative.
- c) GRANTEE represents and warrants that MATERIALS produced or used under this project agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this project agreement, amendments, and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11.8 Disputes Regarding Reimbursement by GRANTEE. If there is a dispute regarding whether or not the GRANTEE must reimburse the STATE any moneys under Exhibit A, clause J of this grant project agreement, and if the WIC Program Director decides that the GRANTEE is required to reimburse the STATE in any amount, then the STATE may, at its option, withhold payment under clause 4. Consideration and Terms of Payment of this Project agreement, regardless of whether or not GRANTEE has requested an administrative hearing under Exhibit A of the MASTER GRANT CONTRACT.

11.9 Understand that payments from the STATE under this agreement may not be sufficient to pay all expenses incurred by the GRANTEE in performing services pursuant to this agreement. If payments from the STATE are insufficient to pay all such expenses, this shall not relieve the GRANTEE of any of its duties under this agreement

11.10 The GRANTEE is responsible for holding any subcontracting entities to the same standards required of the GRANTEE in this agreement.

11.11 Must comply with 7CFR Part 246.26 and MOM as it applies to all WIC data created, collected, received, stored, used, maintained, or disseminated as a part of this grant agreement. WIC data that individually identify an applicant or participant and/or family member(s) are private data and must be protected as such.

11.12 Survival of Terms. The following paragraphs survive the expiration or cancellation of this project agreement: 11.7. Ownership of Materials and Intellectual Property Rights; and 11.8. Disputes Regarding Reimbursement by GRANTEE.

**12. Telecommunications Certification**

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

(Remainder of this page intentionally left blank)

**APPROVED:**

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Christina Mish Digitally signed by Christina Mish  
Date: 2021.10.25 16:27:33 -0500

Date: October 25, 2021

SWIFT Contract/PO No(s). 202792/3-89371

**2. GRANTEE**

*The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

**3. STATE AGENCY**

*Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

By: \_\_\_\_\_

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

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

**Distribution:**

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

**REVIEWED BY:**

Joan Ratt  
Chisago County Attorney

Date 10/27/2021

## Exhibit A. WIC GRANTEE's Duties

Grantee shall:

- A. Perform all Local Agency duties and administer a WIC Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions.
- B. Offer WIC Services by the Application for the Administration of a Local WIC Program, through January 1, 2022 to December 31, 2026 (GRANTEE's application as may be amended by written agreement between the parties), and is hereby made a part of this agreement, which includes GRANTEE's designated service area or population. In cases of conflict between this agreement and the GRANTEE's Application, this agreement shall govern.
- C. Employ sufficient competent professional authorities capable of performing, in accordance with MOM, Minnesota Rules Chapter 4617, and 7 CFR Part 246, the following duties described in MOM: performing WIC Program certification procedures; providing nutrition education and referrals; and providing services to high risk participants.
- D. Determine eligibility and certify persons eligible for the WIC Program according to established certification procedures, document certification actions, provide WIC Program benefits on a timely basis to certified persons, and reassess eligibility at the prescribed intervals.
- E. Make available appropriate health services to participants and inform applicants of the health services which are available. Health services may be made available through referral.
- F. Develop a nutrition education plan, including breastfeeding promotion, which: (1) is consistent with 7 CFR, section 246.11, paragraph (d)(2), as amended; (2) is consistent with Minnesota Rules, Chapter 4617; (3) is consistent with MOM; (4) includes the criteria used to select participants for high-risk nutrition education; and (5) includes the criteria the GRANTEE uses to determine which participants will receive an Individual Nutrition Care Plan.
- G. Provide nutrition education and breastfeeding promotion to WIC Program participants in accordance with the GRANTEE's Nutrition Education Plan.
- H. Serve WIC participants and perform WIC Program certification procedures using the STATE's WIC Information System provided by the STATE.
- I. Establish and maintain accountability and inventory control over WIC Cards.
- J. Reimburse the STATE for payments previously paid to the GRANTEE pursuant to Clause 4 of this agreement for costs found to be in excess of the GRANTEE's written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review or other examination; and for the cashed value of any WIC Program food benefits which may be stolen from or lost by the GRANTEE or issued by the GRANTEE to persons other than properly certified WIC Program participants or their authorized proxies.
- K. Maintain complete, accurate, documented and current program and fiscal records and files on a federal fiscal year basis (October 1st through the following September 30th), in accordance with STATE financial management requirements, rules, policies and procedures including MOM, 7 CFR Parts 246 and 3015 to 3019, 45 CFR Part 92, and USDA guidelines and instructions, including

## EXHIBIT A - WIC GRANTEE S O U R C E S

source documentation to support WIC Program activities and expenditures made under the terms of this agreement.

- L. Submit timely reports to STATE, as specified in MOM or requested by STATE.
- M. During normal working hours, provide access to authorized representatives or agents of USDA, the Department of the Comptroller General of the United States, the STATE, the Legislative Auditor, the State Auditor, and any independent auditor designated by the STATE, to the GRANTEE's records, documents, financial statements, and accounting procedures and practices related to this agreement for purposes of inspecting, auditing, or copying, and as may be necessary for the STATE to comply with the Single Audit Act of 1984, as amended (31 U.S.C. section 7501 et seq.), 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- N. Maintain records sufficient to reflect all costs incurred by the GRANTEE in its performance of this agreement. Tribal follow General Services Administration (GSA) rules and regulations.
- O. Use the STATE's WIC Information System to maintain participant records on file and have records available for review, audit, and evaluation.
- P. Provide local agency IT support for nonstandard images and if using local computers with the WIC Information System. Support the network including addressing any connectivity issues.
- Q. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- R. Ensure that the GRANTEE does not discriminate against any person on the grounds of race, color, national origin, age, sex, or disability.
- S. To permit the effective enforcement of the above clauses (P) and (Q) of this Exhibit A, compile data, maintain records, and submit reports as required by the STATE.
- T. Ensure that all new GRANTEE staff must be trained as specified in MOM.
- U. Cooperate with the STATE in connection with monitoring reviews performed under 7 C.F.R. § 246.19(6).
- V. If the STATE's report of a monitoring review of the GRANTEE contains a finding of program noncompliance, the GRANTEE shall submit to the STATE a corrective action plan, including implementation timeframes, by the deadline specified by the STATE.

EXHIBIT A - A. GRANTEES' DUTIES

1. If the STATE disapproves of the corrective-action plan, the GRANTEE shall submit to the STATE, by the deadline specified by the STATE, another corrective action plan that addresses the reasons for disapproval.
  2. If the STATE approves a corrective action plan, the GRANTEE shall comply with the plan.
- W. Ensure that no conflict of interest exists between the GRANTEE and the STATE.
- X. Ensure that no controlling person of any Minnesota WIC vendor and no spouse, child, or parent of any controlling person of any Minnesota WIC vendor:
1. Is employed by the GRANTEE in a capacity that allows the employee access to WIC benefits; or,
  2. Has a direct or indirect financial interest in the GRANTEE.

## **Exhibit B. WIC Funding**

### **(a) Consideration and Payment.**

The GRANTEE will be paid by notification of their grant amount through annual funding letters, in an amount that will be based on available federal funds and the GRANTEE's projected participation for the upcoming year. The GRANTEE will be reimbursed monthly based on claimed expenses as outlined below and in Exhibit A, Clause J of this grant agreement.

*Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted according to the following schedule: Submit by the 20th of the month following services for the months of October through August of each federal fiscal year.

The GRANTEE shall submit the September invoice to the STATE on or before December 20th following the end of each federal fiscal year (September 30th). Payments for said federal fiscal year might not be made for claims filed after this date.

The STATE agrees to:

1. Provide grant funding on a per participant basis, or for GRANTEES with fewer than 100 participants served per month, funding at a base level, in an amount, which is determined periodically based on available federal funds.
2. Provide supplemental funding to reimburse GRANTEE for allowable grant expenses such as excess clinic travel costs, participation in STATE-sponsored work groups or STATE-sponsored trainings, or for other activities as approved by the STATE. Determination for the amount of such supplemental funding shall be made by the STATE after reviewing the availability of federal funds for those purposes.

### **(b) Total Obligation.**

The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed an amount established in written funding letters, and available federal funds, which upon execution of the Commissioner of Health shall be incorporated into this Grant Agreement. Payment of services shall be contingent upon receipt of funds from USDA. The STATE may, at the option of the STATE, withhold from such payment any or all amounts for which the GRANTEE is required to reimburse the STATE under Clause J of Exhibit A.

## Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Item Number:</b> <span style="font-size: 24pt; float: right;">4</span> |
| <b>Title of Item for Consideration:</b> Chisago County Interagency Children's Services Collaborative-Revised 2022-2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                           |
| <b>Action Requested by:</b> Robert Benson.<br>Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Department:</b> Health and Human Services                              |
| <b>Previous Action on this Matter:</b> A Chisago County Interagency Agreement to Collaborate on Services for Children and Collaborative Bylaws were approved by the board 2018.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                           |
| <p><b>Background:</b> Chisago County Health &amp; Human Services and Chisago County Probation, along with Lakes &amp; Pines Community Action Council, St. Croix River Education District, Chisago Lakes Area Schools, North Branch Public Schools and the Rush City Public Schools have agreed to enter into a collaborative relationship pursuant to Minn. Stat. 124D.23. The purpose of the collaborative is to better deliver integrated services to improve the lives of children and families in Chisago County.</p> <p>Children's Services Collaboratives originate from the State Department of Human Services. Not all Minnesota counties have these types of collaboratives in place. Chisago County Health &amp; Human Services serves as the fiscal host to this collaborative.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Chisago County Interagency Children's Services Collaborative- 2022-2026</li> </ul> |                                                                           |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Interagency Children's Services Collaborative- 2022-2026. The suggested motion is as follows:</p> <p style="text-align: center;"><b><i>"Move to approve the Chisago County Interagency Children's Services Collaborative Agreement, 2022-2026."</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                           |
| <p><b>Implications of Action:</b> Approval of the revised Collaborative Agreement will allow these agencies to continue to work together to provide services that are accessible, user-friendly, cost effective and responsive to children and families in Chisago County.</p> <p><b>Budget/Financial Implications:</b> Collaboratives operating under this statute have the ability to earn revenue through contact with eligible persons. Revenue earned varies annually. No levy dollars are distributed under this agreement.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures. The County Attorney has approved as to form.</p>                                                                                                                                                                                         |                                                                           |

|                                       |            |              |               |
|---------------------------------------|------------|--------------|---------------|
| <b>Administrator's Recommendation</b> |            |              |               |
| Approve <u>CLS</u>                    | Deny _____ | Other _____  |               |
| Motion By:                            |            | Seconded by: |               |
| To:                                   |            |              |               |
| Action on Motion:                     | Aye _____  | Nay _____    | Abstain _____ |

# Chisago County Interagency Children's Services Collaborative Agreement

This Agreement, and amendments and supplements thereto, is between the County of Chisago, specifically through Chisago County Health and Human Services and Chisago County Probation; Lakes and Pines Community Action Council; Chisago Lakes Area Schools, North Branch Public Schools and Rush City Public Schools; St. Croix River Education District (SCRED); early learning representative from Chisago Lakes Community Ed.; and mental health service representative from Therapeutic Services Agency, Inc.; hereinafter referred to as the "Collaborative".

WHEREAS, it is the belief and intent of the Collaborative that certain services can best be delivered through collaborative efforts, and

WHEREAS, the Collaborative, pursuant to Minnesota Statutes 124D.23, Family Services and Community-Based Collaboratives and/or Minnesota Statutes 245.491 to 245.495 for Children's Mental Health Collaboratives are authorized to enter into collaborative relationships to establish integrated children's service systems;

NOW THEREFORE, it is agreed:

## **1. ESTABLISHMENT OF A COLLABORATIVE**

That hereby there is established a service Collaborative to be known as the Chisago County Interagency Children's Services Collaborative. The Collaborative shall not function as a service provider but shall operate between existing agencies to coordinate their supports, interventions and services. The Collaborative shall not replace existing agencies but shall organize relationships among them.

## **2. PURPOSE OF COLLABORATIVE**

The purposes of the Collaborative shall be to:

- a. Broaden the geographical and political base for planning and administering children and family services.
- b. Coordinate and guide the orderly growth of services, technology, staff, transportation, facilities and legislation.
- c. Provide a forum for issue and conflict resolution through respectful interaction.
- d. Develop a common vision and goals and to use the Collaboratives institutional power to achieve them.
- e. Develop comprehensive community profiles that establish baseline indicators showing how well children and families are faring, how well services are meeting family needs and where gaps in services exist.

- f. Defer to an appropriate time the creation of special or new governmental units.

### **3. ACCOMPLISHMENT OF PURPOSE**

The general purpose shall be accomplished by the:

- a. Creation of a Chisago County Children's Cabinet, which may on behalf of the Collaborative and through a designated Fiscal Host, apply for, receive and administer integrated funding and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth in Section 2. The care, management and control of the Collaborative shall be vested in the Chisago County Children's Cabinet. The Chisago County Children's Cabinet shall establish and adopt By-Laws to manage the operation of the Collaborative.
- b. The development of Collaborative Service Plans that formally organize interagency collaborative services.
- c. The development of an organizational structure for interagency service delivery based on interagency service planning committees and respective procedural manuals. [See attached organizational chart which is incorporated herein.]

### **4. ORGANIZATION OF THE CHISAGO COUNTY CHILDREN'S CABINET**

The Chisago County Children's Cabinet shall manage the ongoing business of the Collaborative and shall consist of the following voting members:

- a. Director, Chisago County Department of Health and Human Services
- b. Director, Chisago County Probation
- c. Director, Lakes and Pines Community Action Council
- d. Superintendent, Chisago Lakes School District
- e. Superintendent, North Branch School District
- f. Superintendent, Rush City School District
- g. Executive Director, St. Croix River Education District (SCRED)
- h. Early Learning Representative, Chisago Lakes Community Education
- i. Mental Health Services Representative, Therapeutic Services Agency, Inc.

The Early Learning Representative and the Mental Health Services Representative will be for a minimum five-year term (no maximum term limits) at which time application/re-application will need to be made to the Chisago County Children's Cabinet and majority consent required for approval.

## **5. POWERS AND RESPONSIBILITIES OF THE CHISAGO COUNTY CHILDREN'S CABINET**

The Chisago County Children's Cabinet is empowered to act, under the authority of each member's governing body, in the interest of Collaborative members and to provide for a thorough and continuing system of reporting and communication.

- a. The Chisago County Children's Cabinet may, through its designated Fiscal Host:
  - 1) Apply for and receive integrated funds for which it is eligible.
  - 2) Recommend the employment of professional and other personnel as the need arises, either on the basis of permanent employment through contractual agreements or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for that purpose.
- b. The Chisago County Children's Cabinet shall establish and adopt a Collaborative Service Plan for the operation of each service supported with integrated funds. Service Plans shall be initiated by the action of the Chisago County Children's Cabinet and, as appropriate, may contain but need not be limited to:
  - 1) The name of the service and the date the Collaborative Service Plan was initiated;
  - 2) A statement of the need for the service, how the need was determined and the projected cost benefits;
  - 3) The relevant regulatory and/or legal mandates this Collaborative Service plan will address;
  - 4) A description of the service, the current service populations and a description of the expected outputs and products;
  - 5) The long-term expected outcomes, the key indicators used to measure those outcomes, the method and timeline by which the service will be evaluated and outcomes reported;
  - 6) A description of the responsibilities of the fiscal host of the Collaborative Service Plan and/or the purchasing districts/agencies;
  - 7) A description of the organizational structure that will provide for interagency involvement in Collaborative Service Plan implementation;
  - 8) An estimated line item budget with sources of revenues and the method by which costs will be determined;
  - 9) A job description and a description of conditions of employment for all staff delivering the service; and
  - 10) Short-term (annual) service goals.
- c. The Chisago County Children's Cabinet shall annually formulate a preliminary integrated funds budget by its March meeting and approve a final budget by its last scheduled meeting of the fiscal year. The budget shall include line item budgets for the administration and operation of the Collaborative and services provided by the Collaborative through its fiscal host.

- d. No member shall be committed to the expenditure of any local funds without its approval.
- e. The Chisago County Children's Cabinet shall establish and adopt fiscal, personnel and other policies to govern the implementation of Collaborative Service Plans supported with integrated funds as well as those Collaborative Service Plans developed by Collaborative members.
- f. The Chisago County Children's Cabinet shall annually report to Collaborative Members governing boards regarding interagency services.
- g. The Chisago County Children's Cabinet shall maintain and submit to the State of Minnesota or to the Fiscal Agent, as requested, all documents and reports necessary to meet the reporting requirements of the LCTS. The Chisago County Children's Cabinet shall oversee the preparation and distribute to all Collaborative members periodic reports on its activities, specifically on allocations and expenditures of LCTS revenues.
- h. The Chisago County Children's Cabinet shall develop and approve for implementation, formal Interagency Procedural Agreements and establish related Interagency Planning Committees that provide written procedures for dispute resolution, problem solving and communication.
- i. The Chisago County Children's Cabinet shall develop procedures to insure that consumers are represented in service planning and implementation.
- j. The Chisago County Children's Cabinet may establish from time to time rules of procedure governing internal matters such as meeting schedules, notices, quorums, voting, and rules of order, and such other policies and rules as it may deem advisable and which are not inconsistent with this Agreement or applicable law.

#### **6. ADDITION OF COLLABORATIVE MEMBERS**

Any service unit may become a Collaborative member upon application to the Chisago County Children's Cabinet, majority consent of the current Collaborative members and subscription to the Agreement. Membership shall become effective on the date of subscription to this Agreement.

#### **7. EX-OFFICIO MEMBER IN THE COLLABORATIVE**

Any service unit may become an ex-officio member of this Collaborative upon application to the Chisago County Children's Cabinet and majority consent of the Cabinet. Ex-officio members do not have voting power. Ex-Officio status shall entitle members to agendas, minutes and participation in any Collaborative function. The Collaborative shall consist of the following ex-officio members:

- a. Chisago County Attorney

#### **8. POWERS AND RESPONSIBILITIES OF THE FISCAL HOST**

The Chisago County Department of Health and Human Services has agreed to serve as fiscal agent (hereinafter referred to in such capacity as the "Fiscal Agent") for the Collaborative, in accordance with the requirements of the LCTS as follows:

- a. By serving as the fiscal liaison between all Collaborative members and the Minnesota Department of Human Services.
- b. By reviewing cost reports from the Collaborative members.
- c. By establishing and maintaining reports on the expenditures for all LCTS spending by the Collaborative.
- d. By maintaining records, accepting receipts, disbursing funds and filing all claims for reimbursement in accordance with the integrated funds budget as approved by the Chisago County Children's Cabinet.
- e. By applying for, receiving and administering integrated funds as authorized by the Chisago County Children's Cabinet.
- f. By submitting to the Minnesota Department of Human Services and to the federal government all data, reports and documents required regarding LCTS funds, in such forms and at times as the Minnesota Department of Human Services or the federal government may request, with copies to the Chisago County Children's Cabinet.
- g. By establishing and maintaining a financial recordkeeping system from which an annual financial audit may be derived.

#### **9. COMMITMENT TO ESTABLISH BASE LEVEL OF EXPENDITURES**

The Collaborative members acknowledge that the terms of the LCTS require that LCTS revenue be used to develop or expand prevention, early intervention, and mental health services to children and families, and cannot be used to supplant or replace certain other revenues or fund out-of-home placements. Therefore, each of the Collaborative members agrees to participate in establishing a base level of expenditures on programs involving prevention, early intervention, and mental health services to children and families, for the purpose of and to the extent necessary to comply with this requirement.

#### **10. DISALLOWANCES, SANCTIONS AND AUDIT EXCEPTIONS**

The Collaborative members understand and agree that the Fiscal Agent may be liable to the State of Minnesota for any disallowance, sanction or audit exception attributable to

the Collaborative or to a Collaborative member, including federal fiscal disallowances or sanctions based upon the Collaborative's implementation of the LCTS or a statewide random sample, or based upon the failure of the Collaborative or a Collaborative member to report any data or expenditures in a timely manner.

Therefore, each of the Collaborative members agree to reimburse the Fiscal Agent for any repayments the Fiscal Agent must make to the State of Minnesota that are attributable to said Collaborative member, or constitute said Collaborative member's pro rata share of any generic disallowance (I.E., a statewide disallowance not attributable to the action of any specific organization or entity) imposed on the Fiscal Agent by the state or federal government relating to the LCTS.

Each Collaborative member further agrees that the Fiscal Agent may withhold or deduct from any future payment to said Collaborative member the amount of the repayment due from said Collaborative member. If such withholding is not available or not feasible, the Fiscal Agent shall give written notice to said Collaborative member of the disallowance and payment due, and the Collaborative member shall repay the Fiscal Agent within thirty (30) days of such notice. Each of the Collaborative members agree to assist in any fact-finding proceeding initiated by the Fiscal Agent or the state or federal government relating to the LCTS.

#### **11. COMMITMENT OF STAFF AND RESOURCES**

Each of the Collaborative members shall assign staff and other resources to the development and advancement of the LCTS in such form and amounts and at such times as the Collaborative members may mutually agree.

#### **12. LCTS COORDINATOR**

The LCTS Coordinator shall be responsible for training, implementation of the LCTS, and ongoing participation of the Collaborative members. The LCTS Coordinator shall serve as the primary contact between the Minnesota Department of Human Services and the Collaborative members for general aspects of the LCTS. The LCTS Coordinator's supervising employer shall consult with the Chisago County Children's Cabinet to provide direction and supervision to the LCTS Coordinator. In the event that the current LCTS Coordinator ceases to serve as such during the term hereof, the Collaborative members shall jointly be responsible for staffing this position and the Collaborative as needed.

#### **13. DATA PRACTICES AND PROCEDURES**

All members agree to establish data practices that conform to state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, or

dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13 and/or any other applicable state or federal laws. Members further agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA).

#### **14. INSURANCE AND INDEMNIFICATION**

- a. Each member shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the member, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- b. Each member shall include protection for 1) worker's compensation, and 2) property and casualty including: general liability, errors and omissions, professional liability, auto liability and product liability.
- c. Covered members shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the governing board or any advisory committee, council or task force; staff employed by a member of the Collaborative.
- d. It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the Collaborative.
- e. Members agree not to waive the provisions of this section.

#### **15. WITHDRAWAL AND TERMINATION**

- a. Any member may withdraw from this Agreement by passage of a resolution by its governing board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of the resolution and receipt of that resolution by the Chisago County Children's Cabinet.
- b. Where a member exercises its option to withdraw, the withdrawing member shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.
- c. The withdrawing member shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.

- d. Notwithstanding member's authority to withdraw, this Agreement and the Chisago County Children's Cabinet shall continue in force until all participating members mutually agree to terminate this Agreement by joint resolution of the members, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Chisago County Children's Cabinet shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs and disposing of Integrated Fund assets, if any.

#### **16. DISPOSAL OF SURPLUS FUNDS AND PROPERTY**

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Chisago County Children's Cabinet in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the members in proportion to contributions of the members after the purpose of the Agreement has been completed.

#### **17. TERM OF AGREEMENT AND AMENDMENTS**

This Agreement shall be effective on the date the final required signature is obtained from the signatories and shall remain in effect until December 31, 2026.

A majority of the Chisago County Children's Cabinet may recommend amendments to this Agreement. Notice of any proposed amendment must be provided in writing to all participating members at least thirty days in advance of the Chisago County Children's Cabinet meeting prior to the effective date of the proposed amendment.

#### **18. SEVERABILITY**

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

#### **19. MEDIATION OF DISPUTES**

In the event of a dispute between parties to this Agreement concerning the subject matter hereof that cannot be resolved by the parties themselves or the Collaborative in a timely manner, the parties shall attempt to resolve the dispute through mediation pursuant to the Minnesota Civil Mediation Act, Minn. Stat 572.31 et seq.

## **20. ACCESS TO BOOKS AND RECORDS**

In accordance with Minn. Stat. Section 16B.06, Subd. 4, each member agrees to make its books and records retaining to its performance under this Agreement available to each other member and to keep documentation for three years following termination of this Agreement.

## DEFINITION OF TERMS

**Children** – Those children not graduated from a high school and eligible for services delivered by one of the Collaborative members.

**Chisago County Children's Cabinet** – The management unit of the Collaborative.

**Collaborative Services** – Those services shared by two or more members and implemented under an approved Collaborative Service Plan.

**Collaborative Service Plan** – A written description of a collaborative service between two or more members.

**Collaborative Service Staff** – Those persons who manage and/or implement an approved Interagency Service Plan.

**Fiscal Host** – The one member among the Collaborative members which the Chisago County Children's Cabinet appoints and acting in the name of the Chisago County Children's Cabinet, and with permission of its Governing Board, manages the fiscal affairs of the Collaborative.

**Fiscal Year** – That period which begins on July 1 of the calendar year and ends on June 30 of the following calendar year.

**Integrated Fund** – Those funds generated by the Local Collaborative Time Study, the grant monies funding the two Family Collaboratives and the federal dollars flowed to the Interagency Early Intervention Committee (IEIC) and other monies agreed upon by the Children's Cabinet.

**Member** – a signatory to this agreement

**Ex-officio Member** – A non-voting member.

**Service Unit** – Any agency, either public or private, that provides services to children and their families in Chisago County.

IN WITNESS WHEREOF, this Agreement is entered into by way of the action of the authorized representative or the governing body of each member. The parties hereto have executed this on the date(s) indicated by each signatory.

CHISAGO COUNTY

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the entity, intending this Agreement to be a legally binding obligation of the entity.

By (print): Chris DuBose

Signed: \_\_\_\_\_

Title: Chair, Board of Commissioners

Attest: \_\_\_\_\_

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

Approved:

Chisago County Health and Human Services

Director: \_\_\_\_\_ Dated: \_\_\_\_\_

Chisago County Probation

Director: \_\_\_\_\_ Date: \_\_\_\_\_

REVIEWED BY:

Scott Reut  
Chisago County Attorney

Date 10/27/2021

ST. CROIX RIVER EDUCATION DISTRICT

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

CHISAGO LAKES SCHOOLS, DISTRICT # 2144

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Approved:

Chisago Lakes Community Education

Director: \_\_\_\_\_ Dated: \_\_\_\_\_

NORTH BRANCH AREA SCHOOLS, DISTRICT # 138

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

RUSH CITY SCHOOLS, DISTRICT #139

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

LAKES AND PINES COMMUNITY ACTION COUNCIL

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

THERAPEUTIC SERVICES AGENCY, INC.

I, \_\_\_\_\_ (individual's name) the \_\_\_\_\_ (title)  
of \_\_\_\_\_ (entity name), being duly sworn, represent  
and warrant that I am authorized by law and all necessary action to execute this agreement  
on behalf of the entity, intending this Agreement to be a legally binding obligation of the  
entity.

By (print): \_\_\_\_\_

Signed: \_\_\_\_\_

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

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



## Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Item Number:</b> <span style="font-size: 2em; float: right;">5</span> |
| <b>Title of Item for Consideration:</b> Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                          |
| <b>Action Requested by:</b> Robert Benson.<br>Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Department:</b> Health and Human Services                             |
| <b>Previous Action on this Matter:</b> Approved Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                          |
| <p><b>Background:</b> Solid Oak Financial Services provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. Solid Oak Financial Services was chosen as another provider of this service for Chisago County Health &amp; Human Services. These services will aide in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regard to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2024</li> </ul> |                                                                          |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County through 2024. The suggested motion is as follows:</p> <p style="text-align: center;"><b><i>"Move to approve the Professional/Technical Services Contract between Solid Oak Financial Services and Chisago County."</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                          |
| <p><b>Implications of Action:</b> Approval will allow Chisago County Health &amp; Human Services to obtain guardianship/conservatorship services for eligible clients from Solid Oak Financial Services.</p> <p><b>Budget/Financial Implications:</b> Budgeted, levy dollars</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures. The County Attorney has approved as to form.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                          |

|                                       |            |              |               |
|---------------------------------------|------------|--------------|---------------|
| <b>Administrator's Recommendation</b> |            |              |               |
| Approve <u>CS</u>                     | Deny _____ | Other _____  |               |
| Motion By:                            |            | Seconded by: |               |
| To:                                   |            |              |               |
| Action on Motion:                     | Aye _____  | Nay _____    | Abstain _____ |

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between  
SOLID OAK FINANCIAL SERVICES LLC and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Solid Oak Financial Services, LLC, PO Box 157, Avon, MN 56310, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional technical services; and

WHEREAS, County is in need of professional technical services, specifically Guardianship and Conservatorship services to clients in the Behavioral Health, Children and Family Services and Aging & Disabilities Program and,

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2022 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES.**

- A. CONTRACTOR will provide guardianship and conservatorship services in accordance with Minnesota Statutes 524.5-313 and 524.5-417 to eligible indigent clients who are court ordered to have a public guardian or conservator.
- B. CONTRACTOR will ensure that staff have passed a criminal background check in accordance with Minnesota Statute 524.5-118.
- C. CONTRACTOR will respond to initial ~~emergency~~ referrals by the end of the following business day. All other referrals will be responded to within five business days.
- D. CONTRACTOR will provide the County with a copy of the guardianship plan for each client.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

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

- I. Compensation:

- a. Term January 1, 2022 through December 31, 2024.

(Two Hundred Twenty dollars) [~~\$220.00~~] per month per client (Program Code 595x or 695x) Guardianship only clients.

For a combination of Guardianship and Conservatorship it will be (Two Hundred Forty Five dollars) [~~\$245.00~~] per month per client, and an additional (Seventy Five dollars) [~~\$75.00~~] per hour billed in 15 minute increments.

This billing rate and its limitation shall also apply to Contractor's services during a 60 day period after a client has died, or until such time as the Contractor is discharged as guardian/conservator, whichever is earlier.

2. Travel:

Mileage is included in the flat monthly rate and not billed separately.

3. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Twenty Eight thousand dollars [~~\$28,000.00~~].

4. **COUNTY** will provide two certified copies of guardianship documents and Letters of Guardianship provided at no cost to CONTRACTOR for all new clients.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10<sup>th</sup> of the month following the month in which services were provided.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

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

A. County's authorized representative for the purpose of administration of this contract is:

|            |                                              |
|------------|----------------------------------------------|
| Name:      | Robert Benson, Director                      |
| Address:   | 313 North Main Street, Center City, MN 55012 |
| Telephone: | (651)213-5217                                |
| E-Mail:    | Robert.Benson@chisagocounty.us               |
| Fax:       | (651)213-5685                                |

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

Name: Ben Neubauer, Owner  
Address: PO Box 157, Avon, MN 56310  
Telephone: 320-309-4898  
E-Mail: [solidoakguardian@gmail.com](mailto:solidoakguardian@gmail.com)

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- C. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VII. **AMENDMENTS.** Either party may request a review of these contract terms for possible amendment when warranted by changes in utilization or service needs. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

X. **INSURANCE.**

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim  
\$1,500,000 per occurrence  
\$3,000,000 annual aggregate

C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,000,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.

E. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. [466 shall not constitute a waiver of the liability cap(s) available to the County.

XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees

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obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

APPROVED:

**1. CONTRACTOR: SOLID OAK FINANCIAL SERVICES**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

|                         |
|-------------------------|
| Signed:                 |
| Title: Bernard Neubauer |
| Date:                   |

**2. COUNTY OF CHISAGO:  
APPROVED**

|                                          |
|------------------------------------------|
| Signed:                                  |
| Title: Chris DuBose, Chair, County Board |
| Date:                                    |

**Certified:**

|                                               |
|-----------------------------------------------|
| Signed:                                       |
| Title: Christina Vollrath, Clerk to the Board |
| Date:                                         |

|                                                         |
|---------------------------------------------------------|
| Signed:                                                 |
| Title: Robert Benson, Health and Human Service Director |
| Date:                                                   |

**Reviewed as to Form:**

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| Signed:  |
| Title: Janet Reiter, Chisago County Attorney                                                |
| Date: October 27, 2021                                                                      |

## Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Solid Oak Financial ("Business Associate") (each a "Party" and collectively the "Parties").

### Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas (units of Covered Entity) included in Covered Entity's Health Care Component that are in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

**NOW, THEREFORE**, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
  - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
  - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
  - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA

Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
  - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
  - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
  - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:
  - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

- (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
  - (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
  - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
  - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
  - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
  - (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
  - (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.
4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
  - (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 and material changes to such notice over time;
  - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
  - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.
5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business

Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.
- (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.
- (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) **Upon Termination.**
  - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
  - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph

IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

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## Chisago County Request for Board Action

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <i>Meeting Date:</i> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <i>Item Number:</i> <span style="font-size: 2em; font-weight: bold;">6</span> |
| <i>Title of Item for Consideration:</i> Out of State Travel Request – Monthly Client Visit to Connecticut                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                               |
| <i>Action Requested by:</i> Robert Benson,<br>Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <i>Department:</i> Health & Human Services                                    |
| <i>Previous Action on this Matter:</i> Prior approved travel requests to see clients in residential placements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |
| <p><b>Background:</b> Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health &amp; Human Services is requesting approval of \$980.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection). Kim Booker will visit the client on December 13<sup>th</sup> to December 14<sup>th</sup>, 2021. These dates allow the Social worker to visit the client.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Out of State Travel to CT request form Kim Booker</li> </ul> |                                                                               |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.”</i></p>               |                                                                               |
| <p><b>Implications of Action:</b> By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services.</p> <p><b>Budget/Financial Implications:</b> Budgeted levy dollars.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>                                                                                                                                                          |                                                                               |
| <b>Administrator's Recommendation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                               |
| Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Deny _____                                                                    |
| Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                               |
| Motion By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Seconded by:                                                                  |
| To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |
| Action on Motion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Aye _____                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Nay _____                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Abstain _____                                                                 |

# Chisago County Out-of-State Travel Request

Date Submitted  
Employee Name  
Department

10/20/2021  
Kim Booker  
Health and Human Services

Destination

Connecticut

Purpose of Travel

MURPHY WILLIAMS FOR VISIT IN THE CUSTODY OF CHISAGO  
County placed in Residential Treatment Center/provide  
normalized recreation time for parents

Departure Date  
Return Date

13-Dec-21  
14-Dec-21

Total Travel Expenses

Supervisor Name (PRINT)

Supervisor's Signature

County Board Signature

Christine A. Johnson

*Christine A. Johnson*

Date Approved

10/20/2021

Date Approved

## Anticipated Expenses

Type of Expense

Airfare  
Ground Transportation  
Conference/Registration Fees  
Lodging  
Meals  
Mileage

Description of Expense

Tickets for SW  
Car rental/ parking

| Daily Expenses<br>(Except Airfare) | # of<br>Days | Total Expenses  |
|------------------------------------|--------------|-----------------|
|                                    | 1            | \$550.00        |
|                                    | 1            | \$125.00        |
|                                    | 1            | \$0.00          |
|                                    | 1            | \$180.00        |
|                                    | 1            | \$75.00         |
|                                    | 1            | \$50.00         |
| <b>Grand Total</b>                 |              | <b>\$980.00</b> |

# Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Item Number:</b> <span style="font-size: 2em; color: red;">7</span> |
| <b>Title of Item for Consideration:</b> Purchase of Service Agreement between Chisago County and Resource Training and Solutions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                        |
| <b>Action Requested by:</b> Robert Benson, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Department:</b> Health & Human Services                             |
| <b>Previous Action on this Matter:</b> Purchase agreement April 2021 – December 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                        |
| <p><b>Background:</b> Resource and Training Solutions provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. These services will aid in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regard to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Purchase of Service Agreement between Resource and Training solutions and Chisago County through December 31<sup>st</sup> 2023</li> </ul> |                                                                        |
| <p><b>Action Requested/Recommended:</b> The County Board is respectfully requested to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County. The following motion is suggested:</p> <p style="text-align: center;"><i><b>"Move to approve the Purchase of Service Agreement between Resource and Training solutions and Chisago County."</b></i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |
| <p><b>Implications of Action:</b> Approval will allow Chisago County Health &amp; Human Services to obtain guardianship/conservatorship services for eligible clients from Resource and Training Solutions.</p> <p><b>Budget/Financial Implications:</b> Budgeted, levy dollars</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                        |
| <b>Administrator's Recommendation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                        |
| Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Deny _____                                                             |
| Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| Motion By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Seconded by:                                                           |
| To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |
| Action on Motion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Aye _____                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Nay _____                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Abstain _____                                                          |

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## **PURCHASE OF SERVICE AGREEMENT**

This Agreement, made and entered into by and between Chisago County, referred to as the "County" and Resource Training and Solutions, hereafter referred to as the "Provider," enter into this agreement for the period from **January 1, 2022 to December 31, 2023.**

### **WITNESSETH**

WHEREAS, the County has identified a need for Guardianship/Conservator services for persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who have demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, have demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21; and

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Provider agree as follows:

#### **1. TERM:**

- a. The term of this Agreement shall be from Jan 1, 2022 thru Dec 31, 2023. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve the County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

#### **2. SERVICES:**

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, the Counties agree to purchase and the Provider agrees to deliver Guardianship and Conservatorship services.

#### **3. COST AND DELIVERY OF PURCHASED SERVICES:**

- a. The amount paid for service will be billable at \$220 per month per client served.
- b. The Provider is responsible for all costs incurred in the provision of service, including mileage.
- c. Services will be provided in the community or home of the ward or conservatee, or at the office of the Provider.

#### **4. ELIGIBILITY FOR SERVICES:**

- a. The County shall determine eligibility for wards or conservatees under the terms of this agreement.
- b. Provider will be reimbursed only in cases where the County has requested and the Court has appointed, the Provider to act as guardian or conservator.

#### **5. INDIVIDUALIZATION:**

- a. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

#### **6. PAYMENT FOR SERVICE:**

- a. Unless otherwise requested by the County, in cases where the County is the County of Financial Responsibility, the Provider shall, within thirty (30) working days, but in no event more than 120 calendar days, following the last day of each calendar month in which services were provided, submit Vended Service Vouchers or invoices for individuals for whom service was provided. This voucher or invoice will reflect the monthly cost less any fees collected from the individual's income.
- b. The County shall make payment to the Provider within thirty (30) days of receipt of the voucher or invoice.

#### **7. RECORDS:**

- a. The Provider shall maintain such records and provide the County with financial, statistical and service reports as the County may require for accountability.
- b. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County as indicated in Attachment A.

#### **8. INDEPENDENT CONTRACTOR:**

- a. The 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 the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the 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 the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation.

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

- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venture, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

**9. PROVIDER STANDARDS AND LICENSES:**

- a. The Provider shall ensure that all employees are qualified to carry out the duties of Guardian/Conservator, have cleared a background check and possess a valid Minnesota Driver's License.
- b. The Provider will annually perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- e. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

**10. SAFEGUARD OF CLIENT INFORMATION:**

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

prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

- d. The name of the individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be provided to the County.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the 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 OCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

#### **11. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION:**

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. The Provider adheres to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the 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 the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

**12. CONFLICT OF INTEREST:**

- 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.

**13. CONTRACT DISPUTES:**

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the County. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the County a written appeal. The decision of the County for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the 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, the Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

**14. FAIR HEARING AND GRIEVANCE PROCEDURES:**

- a. The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

**15. INDEMNIFICATION:**

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County 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 the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

2. By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
3. By reason of any negligent act or omission or intentional act of the 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. The County does not intend to waive any immunity they may have by statute or common law.

#### 16. INSURANCE:

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

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.

- b. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the County. If the certificate is not received by the expiration date, the County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

- c. The County reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

- d. Failure by the Provider to maintain insurance coverage as set forth in this Section 16 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

#### 17. 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. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venture, or an association with the

County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

- b. The 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 the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the 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 the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the 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 the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

#### **18. SUBCONTRACTING:**

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, the Provider shall be legally responsible to the County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Provider must ensure that any and all subcontracts to provide services under this contract must contain the following language:
  - 1. "The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate relief in law or equity, including but not limited to rescission.

damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

**19. MODIFICATION OF AGREEMENT:**

- a. 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.

**20. TERMINATION:**

- a. This agreement may be terminated by either party, with or without cause, upon 60 days written notice to the other party. Cancellation of the agreement by the Agency does not relieve the Provider of duties imposed by court order.

**21. MISCELLANEOUS:**

- a. The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or performance of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

**22. ENTIRE AGREEMENT:**

- a. It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the County and the Provider have executed this Contract.

DATED:

BY:

NAME:

TITLE:

Resource Training & Solutions

CHISAGO COUNTY

DATED:

BY:

NAME: Chris DuBose

TITLE: Chair, Board of Commissioners

DATED:

BY:

NAME: ROBERT BENSON

TITLE: HHS DIRECTOR

DATED:

BY:

NAME: JANET REITER

TITLE: COUNTY ATTORNEY

## Attachment A

The Provider will assure that services rendered hereunder are provided in compliance with all state and federal laws pertaining to the provision of guardianship and/or conservatorship services including but not limited to MN Statute 524.5-101 to 524.5-502, MN Statute 626.557, and MN Statute 245.94 Subd. 2 Office of the Ombudsman for Mental Health. Mandatory Reporting.

### Fundamental Requirements

The Provider will fulfill all court related guardianship and/or conservatorship responsibilities and provide all required legal notices to the court and individual for whom they are providing services, including but not limited to: the annual well-being report (guardianship) or annual account of assets (conservatorship) for each client it serves and file it with the court.

The Provider agrees to maintain, at all times during the term of this contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under MN Statute 524.5-118 and 245C.32. Background studies will be supplied to the County and Court upon written request.

The Provider agrees to inform the Provider of the following, related to it or its employees immediately: any allegation and/or investigation by government agency of fraud or criminal wrongdoing, and concerns that may impact the well-being of the individual being served.

The Provider must petition the Court and receipt Court approval for any changes to services to a new provider as well as temporary delegation of guardianship power to another guardian during leaves of absence. The Provider agrees to communicate all petitions for changes in status to the County. If the status change is approved, the Provider must ensure new provider has access to all client information and accounts. Anyone entrusted with guardianship/conservatorship responsibilities must comply with the requirements outlined in this Attachment A.

The Provider will accurately and timely report all vulnerable adult and child protection concerns.

The Provider will report the death of an individual served to the State Ombudsman.

The Provider will make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations. The Provider will utilize interpreter services anytime they work with an individual who has demonstrated the need for such services to ensure informed consent and ethical information sharing is maintained. The contractor will be responsible for all costs associated with interpreter services.

The Provider will, unless otherwise specified, secure all fees, charges, duties, certifications, and other requirements necessary for the execution and completion of this Agreement.

The Provider will have policies and procedures for quality assurance, monitoring, and audit processes in place and be willing and available to respond to any compliance request made by the County

## Client Specific Services

The Provider will ensure Guardianship and Conservatorship services will improve the overall quality of life for clients and encourage clients to exercise all rights that are not restricted by court order.

The Provider must accept referrals from the County up to maximum capacity unless the Provider and the County agree it would be detrimental for the person being provided services.

The Provider shall document all client contacts in the client's case file.

The Provider shall review its client roster at least once per quarter to determine if a client is eligible for restoration. The Provider shall work on a plan for restoration for a client who is eligible.

## Service Description

The services provided to clients must include the components below and must meet the standards described in applicable MN State statutes and rules:

- Contact and Service Provision:

- The Provider must provide quality services focused on Minnesota's Olmstead Plan.
- Face to face contact with clients is expected minimally every 6 months. More frequent visits are strongly encouraged.
- Telephone or electronic communication is expected with client/informal or formal support at least monthly.
- Return all calls or emails promptly.
- Meet with the client at preferred location including client residence, community setting, or county location.
- Assist client to attain needed services to enhance their well-being and life circumstances, which may include but is not limited to securing safe permanent housing, ensure finances are appropriately monitored, medical/personal needs are addressed, etc.
- Have a plan in place to respond to emergency needs of the individual, such as urgent medical appointments or hospitalizations.
- Coordinate Limited English Proficiency (LEP) and sign language interpreter services as needed to ensure quality communication.
- Adhere to all state and federal laws pertaining to provision of guardianship/conservatorship services.

- Meetings/Paperwork:

- Assist client with timely completion of benefit renewal paperwork.
- Attend county assessments (MnCHOICES, etc.).
- Attend team meetings and service planning meetings.
- Attend all civil and probate court hearings.
- Provide all required reports and documentation to the Court.
- Provide all required guardianship and/or conservatorship documents to the client.

### Audits and Reviews

Both regularly scheduled and random reviews of caseloads will be conducted on an ongoing basis to assure quality control.

- Bi-Annual review of 15% of cases under guardianship and/or conservatorship to assure the following are in compliance and meet agency standards:
  - Face-to-face contacts
  - Written, electronic and telephone contacts
  - Collateral contacts
  - Report quality and timeliness
  - Chronological case records
  - Court hearings
  - Application and adherence to policies, procedures, statutes and rules
  - Quality control
  - Asset management and controls
- Annual review of 30% of cases under guardianship and/or conservatorship to address one randomly selected case element.
  - Unscheduled case reviews as needed.
  - Annual satisfaction surveys will be conducted with all persons under guardianship, their family and the social services agency.

CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
November 3, 2021

TAB# 8

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 10/27/2021 \$357,483.91

LATE REIMBURSEMENT – Past 60 Days

- Teresa Strand - \$82.60

\*\*\*\*\*All Warrants/Bills Available with the Clerk of the Board\*\*\*\*\*

## 2021 Employee Mileage Reimbursement Request

ADULTS ONLY



Name: Teresa Strand

Address:

City:

Dept: HHS

**Job Title:** Case Manager

**State/ZIP:**

**Odometer readings are REQUIRED on all mileage reimbursements**

[illegible]

per resolution 020123-7 claims must be submitted no later than 60 days following the date of incurrence

signature of  
claimant

Freea Stand

9/17/2021

I declare under the penalty of perjury that this claim is just and correct, that the expense sought to be reimbursed was actually paid or incurred by claimant and that no part of it has been paid.

approved/  
reviewed by

Chris. Verbeke

DATE 09.17.2021

Approved based on the knowledge of the necessity for travel & expense. And on the basis of compliance with all provisions of county travel & mileage reimbursement policies, including availability of county vehicle.

VENDOR #

DATE PAID

WARRANT #

Mileage

Mileage

|                       |           |
|-----------------------|-----------|
| Total Reimb Requested | \$ 150.57 |
|-----------------------|-----------|

150.57

**CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
UNOFFICIAL PROCEEDINGS  
Wednesday, October 20, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, October 20, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath and County Attorney Janet Reiter.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner Montzka offered a motion to approve the agenda. Motion seconded by Dunne, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board opened the Road and Bridge Committee of the Whole at 6:30 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett from 6:30 p.m. to 6:37 p.m. *No action was taken.*

On motion by Greene, seconded by Montzka, the Board moved items 1-4 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to close the Road and Bridge Committee of the Whole at 6:37 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer's Report
- 2.) R&B Committee Recommendation– Safe Routes to School – Resolution of Support
- 3.) R&B Committee Recommendation – Final Design Contract for TH 8 Recon. Project
- 4.) R&B Committee Recommendation – FINAL Payment for the 2021 Seal Coat Project
- 5.) Minutes from the October 6, 2021 Regular Meeting
- 6.) Payment of County's Warrants and Miscellaneous Bills

Director Kurt Schneider presented the Board with the Director's Report and action items.  
*No action was taken.*

On motion by Robinson, seconded by Greene, the Board moved to approve and authorize Publication of Zoning Ordinance Amendment No. 102021-1 an ordinance amending Section 4.08.1 Accessory Structures and Uses in (A), (AP), and (PAT) Districts; and Section 5.06 Agricultural District; of the Chisago County Zoning Ordinance No. 08-3, by amending accessory building construction and permitting standards. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to approve the Donald and Ann Jones Conditional Use Permit for Rural Retail Tourism to operate a wood working shop at 34604 Redwing Avenue, Shafer Township, (PID #08.00083.10) with findings and conditions as recommended by the Planning Commission and/or as amended at tonight's meeting. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

10 On motion by Greene, seconded by Montzka, the Board moved to extend the time for acting on the Kelsey Zaavedra Conditional Use Permit for Rural Retail Tourism to operate a Farm Stand for the sale of agricultural products, offer workshops/classes and farm tours, and a three (3) site Campground at 40422 Oriole Avenue, Amador Township, (PID #01.00083.10) for a period not to exceed 60 days so as to allow further Planning Commission review on sanitation and screening, and for the CUP be presented to the County Board of Commissioners at the December 15<sup>th</sup>, 2021 meeting. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

## **CITIZENS FORUM**

TIME – 7:15 p.m.

END TIME – 7:37 p.m.

8 letters/emails. # of **SPEAKERS** = 11

On motion by Robinson, seconded by Montzka, the Board moved to accept the October 12<sup>th</sup> Budget and Finance Report, approve County Engineer Joe Triplett to order all the equipment listed on the DRAFT 2022 CIP Plan, approve all the individual roof repairs requested by Enterprise Service Director Jon Eckel, accept and acknowledge the 2020 County Audit, approve refunding the 2012B and 2010B Bonds and recommend the creation of the turn back road agreement with a cost of up to \$150,000 from the County for the project. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the agreements to provide Law Enforcement Services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City. The motion carried as follows: **IN FAVOR**

THEREOF: DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to approve acceptance of the Minnesota Office of Traffic Safety 2022 Towards Zero Deaths Enforcement Grant. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Dunne, the Board moved to approve the contract with Century College SLOT Program for the 2020-2022 education cycle, a contract with Century College for continuing education classes, which will assist Corrections, Patrol, and Dispatch staff with meeting annual training requirements. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Chisago County Gas/Gift Card Policies and Procedures for the Health and Human Services Department. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Out-Of-State Travel Requests for Amy Peterson and Jolene Thorsen to travel to California to attend the NAPSA Conference in San Diego, CA from November 7<sup>th</sup> to November 11<sup>th</sup>, 2021. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

County Administrator Burnham provided administrative updates. *No action was taken.*

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 8:07 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

\_\_\_\_\_  
Chris DuBose, Chair

Attest: \_\_\_\_\_  
Christina Vollrath  
Clerk of the Board



# Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                                   |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------|---------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           | <b>Item Number:</b> <b>10</b>     |               |
| <b>Title of Item for Consideration:</b> Notice of Retirement of Ms. Janet Converse, County Recorder                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                                   |               |
| <b>Action Requested by:</b> Chase Burnham,<br>County Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           | <b>Department:</b> Administration |               |
| <b>Previous Action on this Matter:</b> From time to time, the County Board discusses issues of importance/interest to the Board as they relate to the County's Department Directors, statutory employees, and/or organizational structure.                                                                                                                                                                                                                                                                                                |           |                                   |               |
| <b>Background:</b> Ms. Janet Converse, Chisago County's Recorder, has announced her retirement, effective January 14 <sup>th</sup> , 2022.<br><br>County staff is also developing an appropriate opportunity to celebrate Ms. Converse's career with the County at an upcoming staff event.                                                                                                                                                                                                                                               |           |                                   |               |
| <b>Attachments:</b> <ul style="list-style-type: none"> <li>• Resignation Letter</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |                                   |               |
| <b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board acknowledge and accept the notification of retirement of Ms. Janet Converse, Chisago County Recorder. The recommended Board Action is as follows:<br><br><p style="text-align: center;"><i>"Move to acknowledge and accept the notification of retirement of Ms. Janet Converse, Chisago County Recorder, and direct County staff to proceed in the development of transition/succession options for future Board consideration."</i></p> |           |                                   |               |
| <b>Implications of Action:</b> County Board consideration and action at tonight's meeting will allow Ms. Converse to finalize plans for her upcoming retirement and direct County staff to develop options for appropriate transition/succession plans for department organization and leadership.                                                                                                                                                                                                                                        |           |                                   |               |
| <b>Budget/Financial Implications:</b> None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |                                   |               |
| <b>Legal/Policy Implications:</b> The proposed activities are in conformity with applicable state statutes and County authority and policies.                                                                                                                                                                                                                                                                                                                                                                                             |           |                                   |               |
| <b>Administrator's Recommendation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |                                   |               |
| Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                |           | Deny _____                        | Other _____   |
| Motion By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           | Seconded by:                      |               |
| To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |                                   |               |
| Action on Motion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Aye _____ | Nay _____                         | Abstain _____ |

TO: Chase Burnham  
Karen Gates  
Chisago County Board

FROM: Janet Converse, Chisago County Recorder

RE: Retirement

DATE: October 19, 2021

Per my discussion last Thursday with Chase Burnham and Karen Gates, I will be retiring in 2022. At that time, I did not have a date but have settled on Friday, January 14<sup>th</sup>, 2022, as my last day. I am hoping this will give ample time to get a new Recorder hired and I would be happy to help with the transition if needed.

I have discussed this with my staff and have discussed an Interim Recorder candidate with Mr. Burnham and Ms. Gates if needed. The office is fully staffed and should have no problem remaining in compliance as your new recorder gets on board and up to speed.

I would like to thank Chisago County for the opportunity to serve as one of the department heads and I hope that I have moved this office more into the future and assisted with preserving our real estate documents and vital records.

Sincerely,

**Janet Converse** | Recorder/Registrar of Titles

Recorder

313 N Main St.

Room 277

Center City, MN 55012

[Janet.Converse@chisagocountymn.gov](mailto:Janet.Converse@chisagocountymn.gov)

Phone: 651-213-8585



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## Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Item Number:</b> 11                    |
| <b>Title of Item for Consideration:</b> East Central Energy – Letter of Support for Broadband                                                                                                                                                                                                                                                                                                                                                                                                                    |                                           |
| <b>Action Requested by:</b> Chair Chris DuBose                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Department:</b> Board of Commissioners |
| <b>Previous Action on this Matter:</b> None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                           |
| <p><b>Background:</b> Chisago County recently met with East Central Energy (ECE) staff to discuss potential broadband opportunities to serve the residents of Chisago County.</p> <p>The Chisago County Board of Commissioners would like to express our support for ECE and would be willing to have further discussions regarding other potential Broadband projects.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>East Central Energy – Letter of Support for Broadband</li> </ul> |                                           |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for East Central Energy – Broadband projects. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve a letter of support for East Central Energy – Broadband projects.”</i></p>                                                                                                                                               |                                           |
| <p><b>Implications of Action:</b> Approval will show the Chisago County Board of Commissioners support for East Central Energy – Broadband project.</p> <p><b>Budget/Financial Implications:</b> None.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures.</p>                                                                                                                            |                                           |
| <b>Administrator's Recommendation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                           |
| Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Deny _____                                |
| Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                           |
| Motion By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Seconded by:                              |
| To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                           |
| Action on Motion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Aye _____                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Nay _____                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Abstain _____                             |



# COUNTY OF CHISAGO

## BOARD OF COMMISSIONERS

Chisago County Government Center  
313 North Main Street, Room 172  
Center City, MN 55012-9663

Commissioners:  
District 1  
Chris DuBose  
District 2  
Rick Greene  
District 3  
Marly s Dunne  
District 4  
Ben Montzka  
District 5  
Mike Robinson

November 3, 2021

East Central Energy  
ATTN: ECE Board of Directors  
412 Main Avenue North  
Braham, MN. 55006

RE: 10/25/2021 Broadband meeting

Chisago County recently met with East Central Energy (ECE) staff to discuss potential broadband opportunities to serve the residents of Chisago County. The Chisago County Board of Commissioners would like to express our support for ECE and would be willing to have further discussions regarding this or any other potential projects.

As you are aware, the COVID-19 pandemic has created greater pressure and stress on Chisago County and its residents to get access to high speed internet. Whether accessing or checking emails, joining a virtual meeting, or simply completing a homework assignment, the value of broadband internet continues to increase in Chisago County and around the country, but especially in rural areas. The Chisago County Board of Commissioners are willing and excited to support ECE in any project which increases access to broadband internet for its residents. Please let us know if there is anything we can do to support or assist you.

Thank you for your consideration.

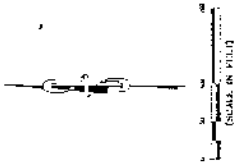
Chris DuBose  
Chair, Chisago County Board of Commissioners

# Chisago County Request for Board Action

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                            |           |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|
| <b>Meeting Date:</b> November 3, 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Item Number:</b> <span style="font-size: 1.5em; font-weight: bold;">12</span>                                                                                                                                           |           |               |
| <b>Title of Item for Consideration:</b> Johnny & Brittany Mold Final Plat "Dogwood Addition"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                            |           |               |
| <b>Action Requested by:</b> Kurt Schneider,<br>Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Department:</b> Environmental Services on behalf<br>of the Chisago County Planning Commission                                                                                                                           |           |               |
| <b>Previous Action on this Matter:</b> The Preliminary Plat of Dogwood Addition was reviewed and recommended by the Planning Commission at their meeting of July 1, 2021; and approved by the County Board on July 21, 2021.                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                            |           |               |
| <p><b>Background:</b> Johnny and Brittany Mold own the property at 49150 Dogwood Avenue and are seeking approval of a final plat of their existing 15-acre tract into two lots to be known as Dogwood Addition. The subject property is in Nessel Township, 49150 Dogwood Avenue (PID #06.00553.00).</p> <p>Staff has reviewed and found the Final Plat to be consistent with the approved preliminary plat.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Dogwood Addition Preliminary Plat</li> <li>Presentation Final Plat (available at the meeting)</li> </ul> |                                                                                                                                                                                                                            |           |               |
| <p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board affirmatively consider the approval of Dogwood Addition final plat. The suggested motion to approve this action is as follows:</p> <p style="text-align: center;"><i>"Move to Approve the Dogwood Addition Final Plat located in Nessel Township, at 49150 Dogwood Avenue (PID #06.00553.00)."</i></p>                                                                                                                                                                                     |                                                                                                                                                                                                                            |           |               |
| <p><b>Implications of Action:</b> Recommended Board action would grant the requested Final Plat in Nessel Township. Once recorded, this final plat will designate two new lots.</p> <p><b>Budget/Financial Implications:</b> None.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures.</p>                                                                                                                                                                             |                                                                                                                                                                                                                            |           |               |
| <b>Administrator's Recommendation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                            |           |               |
| Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Deny _____                                                                                                                                                                                                                 |           |               |
| Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                            |           |               |
| Motion By: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Seconded by: _____                                                                                                                                                                                                         |           |               |
| To: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                            |           |               |
| Action on Motion:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Aye _____ <table border="1" style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding: 2px 10px;">Nay _____</td> <td style="padding: 2px 10px;">Abstain _____</td> </tr> </table> | Nay _____ | Abstain _____ |
| Nay _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Abstain _____                                                                                                                                                                                                              |           |               |

# Preliminary Plat of DOGWOOD ADDITION

COUNTY OF CHICAGO  
NESEL TOWNSHIP  
SEC. 23, T. 37, R. 22



**PLANNED ZONE**  
This plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.

**NOTES**  
1. The plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.  
2. Notwithstanding to whom the plat is filed and who  
is the owner of the land, the plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.

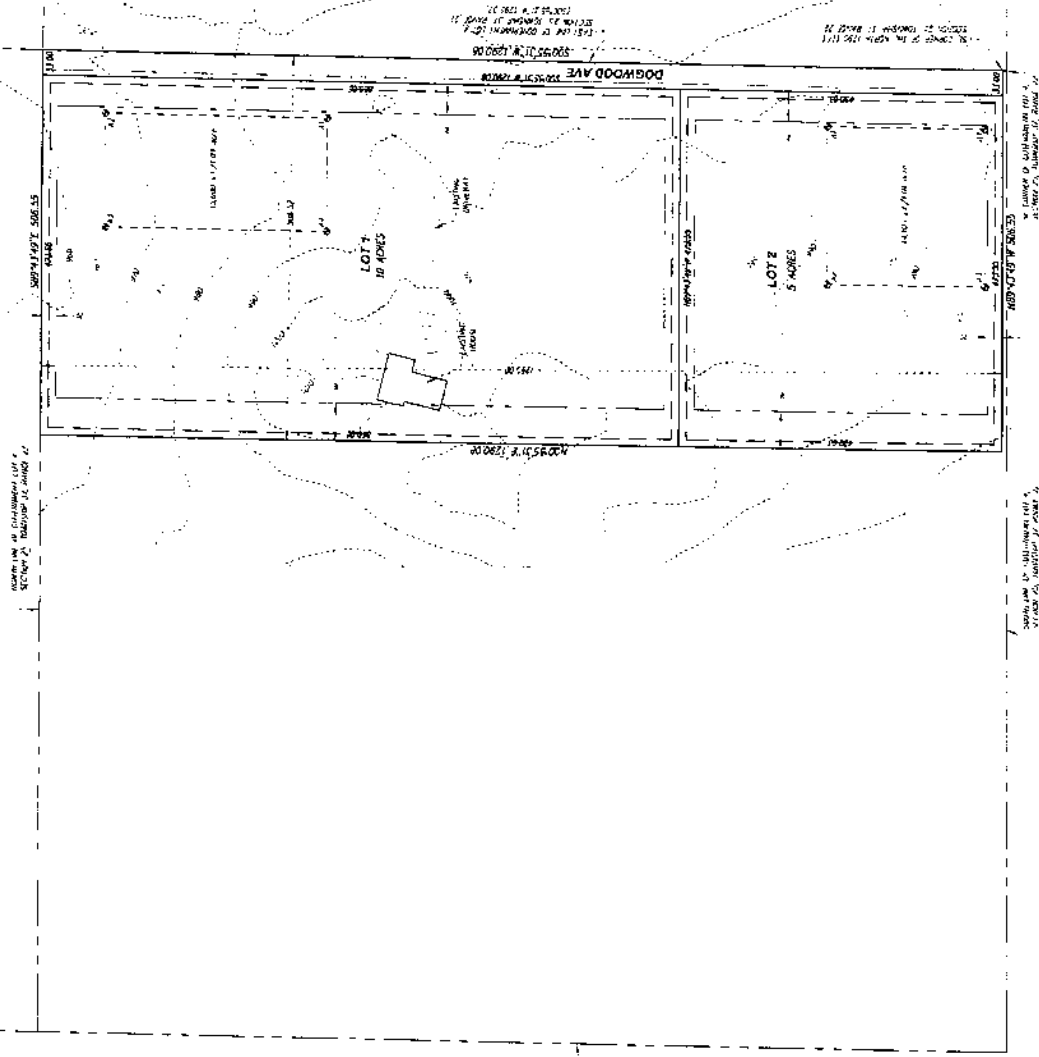
**PRELIMINARY PLAT**  
This plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.

**PRESENT OWNER**  
The Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.

**LOT AREAS**  
Lot 1 10.0 Acres (includes right of way)  
Lot 2 5.0 Acres (includes right of way)

**ADDITION**  
This plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.  
2. Notwithstanding to whom the plat is filed and who  
is the owner of the land, the plat is subject to the provisions of the  
Chicago Zoning Ordinance, which may be found in the  
Chicago Municipal Code, Chapter 42A, Article 1, Section 1-1.

**REMARKS**  
By [Signature] and [Signature]



SECTION 23, T. 37, R. 22

SECTION 23, T. 37, R. 22

SECTION 23, T. 37, R. 22



**CORR.**

## Hometown Fiber Status Report

October 18, 2021

Project: Broadband Consulting  
Project Status: In Progress

### Scope of Work

Provide Broadband Consulting Services.

### Status of Key Project Phases

| Task                                       | % Complete | Status      | Deadline          |
|--------------------------------------------|------------|-------------|-------------------|
| Document broadband goals and priorities    | 50%        | In Progress | October 19, 2021  |
| Field Assessment of existing broadband     | 4%         | In Progress | December 30, 2021 |
| Correct, as needed, state and federal maps | 0%         | Not Started | January 15, 2022  |
| Develop pre-engineering cost estimates     | 12%        | In Progress | February 12, 2022 |
| Help develop and score grant applications  | 30%        | In Progress | January 21, 2022  |
| The Broadband Consulting Report:           | 2%         | In Progress | February 12, 2022 |

### Needed from Chisago County

- Feedback from Commissioners or other County leaders regarding goals, priorities & dreams.

### Upcoming Activities

Hometown Fiber will begin to articulate goals and priorities based on information we have received. Work will also continue to locate and identify existing telecom infrastructure for GIS mapping.

