



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, December 1, 2021 County Board Room, Suite 160A

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

6:30 p.m. Health & Human Services Committee of the Whole:
Topics for Discussion:

1.) Directors Update

TAB 1

Items for Committee Review/Recommendation: (discussed in detail as requested)

2.) Payment of County's Warrants for HHS

TAB 2

3.) Family Pathways Contract for Shelter through 2023

TAB 3

4.) Family Pathways Contract for Supervised Visitation through 2023

TAB 4

5.) Prof./Technical Services Contract between Amy Anderson, M.D. and Chisago County

TAB 5

6.) MDH Grant Contract Amendment - Child and Teen Checkups Program, 2021 – 2023

TAB 6

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 – Directors Update

TAB 1

2.) HHS Committee Recommendation – Payment of County's Warrants for HHS

TAB 2

3.) HHS Committee Recommendation – Family Pathways Contract for Shelter through 2023

TAB 3

4.) HHS Committee Recommendation – Family Pathways Contract for Supervised Visitation

TAB 4

5.) HHS Committee Recommendation – Prof/Tech Services Contract Amy Anderson, M.D.

TAB 5

6.) HHS Committee Recommendation – Child and Teen Checkups Program Grant Amend.

TAB 6

7.) Payment of County's Warrants and Miscellaneous Bills

TAB 7

8.) Minutes from the November 17, 2021 Regular Meeting

TAB 8

Truth in Taxation Hearing (7:00 p.m.)

9.) Consideration of Final 2022 Operating County Budget and CIP

TAB 9

Other County Business:

10.) County Assessor Appointment

TAB 10

11.) Professional Services Agreement with Lakes Center for Youth and Families – Attorney

TAB 11

12.) Placeholder – Honeywell Discussion

TAB 12

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St., Room 230
Center City, MN 55012

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

Memo to: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: November 23, 2021

I. Department Updates/Highlights for 2021:

As we approach the end of 2021, I wanted to take this opportunity to briefly review a few of the goals Health and Human Services had determined for 2021 and the progress that has been made; as well as briefly review some of the goals we anticipate for the upcoming year. I will plan to go into more detail at the March Board Meeting when we present the Health and Human Services Annual Report. As you may recall, Administrator Burnham presented the Department Goals to you at the March 3rd, 2021 Board Meeting.

HHS had determined to make some organizational changes this year to better serve the community. We transitioned our front desk office staff from our internal Fiscal Management Division to our Family Services Division, supervised by our Income Maintenance Supervisors. This has resulted in more timely response for new applications and increased knowledge and coordination with Income Maintenance workers: resulting in better, faster service for the community. We also moved our Behavioral Health Unit from our Family Services Division into our Aging and Disabilities Division to increase the coordination of services for those individuals. Many of the individuals in our community are receiving support from both areas and this leads to better coordination and less confusion for the client. All the feedback we have received regarding this move has been positive.

HHS also sought to add two new social worker positions to better serve the public. Thank you to the Board for approving these two new revenue generating positions: A Waiver Services Case Manager position and a Behavioral Health Case Manager position were approved at the May 5th, 2021 Board Meeting. These positions are self-supporting and provided additional revenue for the county, while increasing our ability to provide quality services to our growing population here in Chisago County. It did take us a few months to fill these positions, but we began seeing increased revenue from each position within a month of filling them.

This year we also sought to increase connections and collaborations with community partners to more effectively and efficiently meet the public's need. We increased our partnership with Central Minnesota Jobs and Training, increased our involvement and collaboration with schools. Increased our participation in community collaborative groups such as: Central Minnesota Council on Aging, Family Pathways, Lakes and Pines, Chisago Age Well Coalition, East Central Regional Transportation Coordination Council, and other community business partners such as Blue Plus, Canvas Health, and Therapeutic Services Agency. These collaborations help to provide a broader array of services to the community to meet the needs of our growing county.

We also had the goal this year to increase the use of technology to better serve the public and increase efficiency in Health and Human Services. Today we have the majority of our staff with the ability to work remotely. This has greatly increased our flexibility in serving the public, increased staff job satisfaction, allowed workers to be out in the field working directly with clients, and increased our overall efficiency allowing staff to have larger caseloads, while still meeting the needs of the individuals and families we serve. We do still need to continue to work on this area, as we do have a number of staff that are still unable to work remotely.

Regarding our financial goals we are striving to maintain the financial stability of the Health and Human Services Department. We are on track with our anticipated earned revenue for 2021. Our out of home placements have been running about as projected. As you know, outside of salaries, out of home placements are our biggest expense, and some of the most difficult to anticipate.

Our Collections for the year (as of October 31) are at \$640 thousand, exceeding the total collected each year for the last few years. While we do not retain all of this, the amount retained does continue to pay for the staff and reduce the amount of money required from the levy.

Overall, we are projecting at this time that our earnings and expenses will end pretty much as budgeted.

For staff recruitment and retention we formalized the onboarding process for new employees hired in HHS. We believe that this is a step forward and are looking forward to other changes in 2022 to help in the recruitment and retention of staff.

II. Overview for 2022:

Moving forward into 2022, we are hoping to take much of the success we experienced in 2021 and continue to build on many of the previous goals. Of course, we expect we will still be dealing with COVID so there may be some surprises along the way. We are planning to work with HR as we transition out of the State Merit System and continue to build on our staff recruitment, retention, and onboarding. We are optimistic that with our separation from the Merit System and the updates to our current benefit plans, that recruiting and retention of staff will increase over the year.

We will continue to work with our community partners and work to expand the number of partners we closely work with, as well as increasing our involvement with our current partners. Along with this we are hoping that the Board will support continued expansion of remote work for Health and Human Services staff. We would like to have nearly 100% of our staff having the ability to work remotely. This would allow us to work with some of our community partners to have some HHS staff periodically or routinely be available in those community offices to support the citizens in the community. It is my belief that the American Rescue Plan funding can be used for this, requiring no initial county levy dollars. This could also allow us to evaluate our physical space needs and perhaps incur some cost savings in that area.

Additionally, as we move into 2022, there have been a number of legislative changes that place additional burden on counties. (Families First Prevention Services Act, Adult Protection Emergency Protective Services after hours protocols, Substance Use Disorder reform, as well as some funding shifts from the state to the counties around state hospital placements, security hospital placements, and residential treatment centers). As such, we will be re-evaluating our current intake process across HHS to better serve the community and meet the new legislative standards. This may require an additional staff position, for which we would need Board approval to add that position to support the growing needs of our community.

Some of the anticipated updates or changes from DHS have been pushed back. Updates for the MnCHOICES Assessment that were scheduled to take effect November 1st have been delayed with an anticipated launch date sometime in the first quarter of 2022. Changes to our Targeted Case Management services and billing that were scheduled to begin July 2022 are now pushed out to 2023. Changes to chemical health screening and support services are now being phased in. We do currently have qualified staff employed to meet the new requirements. We are well positioned for these changes at this time.

Public Health continues to plan for COVID-19 through 2022. They are currently offering vaccinations at the North Branch Office as well as scheduled clinics. As the situation continues to change, they will continue to adapt to testing, vaccinating, training, supporting the community, as necessary. They are currently working to hire the contracted Community Health Services Lead position that was approved by this Board to help to coordinate and evaluate ongoing services and needs. This position should help to take some of the burden off some of our home visiting nurses to allow them to get out into the community more to meet other needs. Additionally, we are carefully managing the COVID and ARP grants issued to Public Health to effectively efficiently meet the community needs.

Throughout 2022 HHS will continue to be mindful of the budget and the costs of providing the mandated services that we are required to provide. We will strive to provide the best service available to our citizens in the most efficient and cost-effective manner.

III. Review of Requests for Board Action:

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 1, 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>
11/15/2021	\$1,011.91		County's Warrants
11/15/2021	\$845.59	12/1/2021	Auditor's Warrants
11/19/2021	\$175,851.38		County's Warrants
11/19/2021	\$10,991.41	12/1/2021	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: December 1, 2021	Item Number: 3
Title of Item for Consideration: Family Pathways Contract for Shelter through 2023	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of contract with Family Pathways through December 31, 2019.	
Background: Family Pathways provides shelter, advocacy, training and counseling services to Chisago County victims of domestic violence and their children. From January 2020 – October 2019 the shelter housed 165 women and children.	
Attachment(s): Family Pathways Contract for Shelter through 2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Family Pathways Contract for Shelter through 2023. The suggested motion is as follows:	
<i>“Move to approve the Family Pathways Contract for Shelter through 2023.”</i>	
Implications of Action: Approval of this contract will allow funds to be disbursed to assist with Family Pathways shelter costs for providing these services to citizens of Chisago County.	
Budget/Financial Implications: Budgeted county levy dollars in the amount of \$25,000.00.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. Subject to County Attorney approval as to form.	
Administrator's Recommendation	
Approve CB	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____
Nay _____	
Abstain _____	

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
FAMILY PATHWAYS 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 Family Pathways a.k.a. The Refuge Network, 6413 Oak Street, North Branch, MN 55056, 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 Domestic Violence Shelter Services and Advocacy to clients who are victims of domestic violence and their children 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, 2023 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 DUTIES.**
 - A. Domestic Violence Shelter Services and Advocacy defined as a secure crisis shelter, housing network, safe home, or other facility operated by a nonprofit organization and designated by the center for the purpose of providing food, lodging, safety, and 24-hour coverage for victims of domestic violence and their children.
 - B. Family Pathways a.k.a. The Refuge Network Abuse Shelter located in Chisago County is a time excluded facility per MN State Statue 256G.02(6) and does not establish residency or financial responsibility in Chisago County for consumers at the shelter that apply or utilize public assistance programs.
 - C. Participation and consultation at the county's Multidisciplinary Team Meeting.
 - D. Provide county staff training regarding domestic abuse.
 - E. Review and determine eligibility for domestic violence waiver requests from recipients of public assistance requirements referred by the county.
 - F. The Contractor, shall, in writing, within ten (10) days, notify the County whenever it is unable to, or is going to be unable to, provide the required quality or quantity of purchased service. Upon such notification, the County shall determine whether such inability will require modification or cancellation of said contract.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
1. Domestic Abuse Shelter services are billable to the County for an annual payment of \$25,000. The first year 2022 shall be invoiced by March 31, 2022, and the second year 2023 shall be invoiced by March 31, 2023. The Domestic Abuse Shelter service costs are not to exceed \$50,000 during this contract term. (Program Code 671x)
 2. The cost of providing services to eligible consumers is \$63.66 per consumer per day.
- B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of 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. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice needs to be presented to Chisago County by March 31, 2022 and March 31, 2023.
Payment shall be made within 35 days of receipt of the invoice.

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, Interim 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:	Tony Buttacavoli
Address:	6413 Oak St., North Branch, MN 55056
Telephone:	(651)674-8040
E-Mail:	TonyB@familypathways.org

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.** 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 \$1,500,000 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 individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIII. OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, 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 (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S 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.

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

APPROVED:

1. CONTRACTOR: FAMILY PATHWAYS

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:
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:

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 Family Pathways a.k.a. The Refuge Network. ("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

Meeting Date: December 1, 2021		Item Number: 4	
Title of Item for Consideration: Family Pathways Contract for Supervised Visitation through 2023			
Action Requested by: Robert Benson, Director		Department: Health and Human Services	
Previous Action on this Matter: Approval of a contract through December 31, 2023.			
Background: Family Pathways has provided shelter, advocacy, training and counseling services to victims of domestic violence in Chisago County for many years. They also provide services to families in, or at risk of, out of home placement by offering supervised visitation, parenting education and Family Group Decision Making meetings to prevent and/or shorten out of home placements. Supervised visitation and Family Group Decision Making is sometimes a court ordered requirement to support children who are in out of home placement.			
Attachment(s): Family Pathways Contract for Supervised Visitation through 2023			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Family Pathways Contract for Supervised Visitation through 2023. The suggested motion is as follows: <i>“Move to approve the Family Pathways Contract for Supervised Visitation through 2023.”</i>			
Implications of Action: Approval of this contract will support Health and Human Services in offering services to Chisago County families that can assist them in keeping children in their own homes with their family and prevent out of home placements.			
Budget/Financial Implications: State appropriated Child Protection Allocation funds in the amount of \$50,000.00.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. Subject to County Attorney approval as to form.			
Administrator's Recommendation			
Approve 		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
FAMILY PATHWAYS 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 Family Pathways a.k.a. the Refuge Network, 6413 Oak St., North Branch, MN 55056, 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 Supervised Visitation, and Parenting Education to clients in the Children and Family Services 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, 2023 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. **SERVICES TO BE PROVIDED.**

- A. **Supervised Visitation:** Ensuring the safety of a child while permitting them and the significant people in their life to maintain a relationship that will be in the best interests of the child. CONTRACTOR will make arrangements for the location of the visitation. Supervised visitation should always be in the least restrictive setting and provide the most normal environment to ensure the safety of the child.

Staff qualifications:

1. Will have sound judgment and the ability to intervene as necessary to ensure the physical/emotional safety of the child.
2. Will possess the skills necessary to adequately document each supervised visit.
3. Will possess the skills necessary to testify in court as requested to articulate the facts regarding their observations of the interactions between the participants of supervised visitation sessions.
4. Will have the proper training to provide the outlined services.
5. Will have successfully completed a criminal background check.

Staffing:

The number of staff necessary to supervise a visit will be agreed upon by both parties prior to the visit. In the event the parties do not agree on the number of staff necessary to supervise a visit, either party can refuse/cancel the visit upon notification to the other party by no later than 5 p.m. the day before the scheduled date.

Documentation: The County will provide the CONTRACTOR a completed referral form when requesting supervised visitation. Prior to the first visit, the County will provide the CONTRACTOR a copy of the visitation guidelines signed by the client and the social worker.

The CONTRACTOR will provide the County with detailed notes and a Visitation Report within 3 days of the visit. Reports will be limited to facts, observations and direct statements made by participants and omit the reporter's personal conclusions, suggestions or opinions. Requests by the County for reports or information not otherwise included in this contract will be charged at \$5 per 15 minutes of staff preparation time.

Scheduling: Visitations length will be agreed upon between the CONTRACTOR and the County. No supervised visits will be held on observed holidays. Times of visits will be agreed upon by the CONTRACTOR and the County. CONTRACTOR will have 7 days' notice for first time visits or restarts when there is an interruption in the visitation schedule. As much as possible, a consistent schedule will be developed for the visiting family.

Cancellations: Visits will be cancelled after 15 minutes if parties are not present. Consideration will be given if a party calls ahead and notifies staff that they will be late. No shows and cancellations without notification prior to 5pm the day before the scheduled date will be reimbursed as outlined in Section III. Cancellations made prior to 5 p.m. the day before the scheduled date will not be charged.

- B. **Parenting Education:** CONTRACTOR will facilitate parenting sessions using the "Helping Children Who Witness Domestic Violence: A Guide for Parents" curriculum. Facilitators will be trained as a parenting educator. Class size is limited to no more than 12 participants. Childcare would be provided and included in the cost of the program.

III. CONSIDERATION AND TERMS OF PAYMENT.

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

1. Supervised Visitation: (Program Code 119x)

1st Term (Calendar Year 2022)

- a. *Monday through Friday – 8 a.m. to 8 p.m.* - Fifty dollars [\$50.00] per hour per monitor plus one hour of prep time and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Thirty-five dollars [\$35.00].
- b. *Saturday and Sunday – 8 a.m. to 4 p.m.* - Seventy five dollars [\$75.00] per hour per monitor plus one-hour prep and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Fifty dollars [\$50.00].
- c. *Holidays – 8 a.m. to 8 p.m.* - Will be billed Two times [2x] the standard rate. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- d. No charge for cancellations made prior to 5 p.m. the day before the scheduled date.
- e. No mileage will be charged for supervised visitation locations located within the Chisago and Isanti county borders. Visits located outside of the Chisago and Isanti county borders will be reimbursed at Fifty cents [\$50] per mile. All billing for mileage will use the Chisago or Isanti county boundary as a start/end point. If the distance traveled is less than from the county border, the lesser of the two will be charged.

2nd Term (Calendar Year 2023)

- a. *Monday through Friday – 8 a.m. to 8 p.m.* – Sixty dollars [\$60.00] per hour per monitor plus one hour of prep time and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Thirty-five dollars [\$35.00].
- b. *Saturday and Sunday – 8 a.m. to 4 p.m.* – Seventy five dollars [\$75.00] per hour per monitor plus one-hour prep and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Fifty dollars [\$50.00].
- c. *Holidays – 8 a.m. to 8 p.m.* – Will be billed Two times [2x] the standard rate. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- d. No charge for cancellations made prior to 5 p.m. the day before the scheduled date.
- e. No mileage will be charged for supervised visitation locations located within the Chisago and Isanti county borders. Visits located outside of the Chisago and Isanti county borders will be reimbursed at Fifty cents [\$50] per mile. All billing for mileage will use the Chisago or Isanti county boundary as a start/end point. If the distance traveled is less than from the county border, the lesser of the two will be charged.

2. Parenting Education:

- a. Ninety dollars [\$90.00] per person for one session per week for six weeks, two hours per session.
- b. Childcare is included.
- c. One-time fee of Eighteen dollars [\$18.00] per person for materials.

- 3. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Fifty thousand dollars [\$50,000.00] per calendar year.

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 10th of the month following the month in which services were provided. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/calendar year.

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, Interim 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: Tony Buttacavoli
Address: 6413 Oak St., North Branch, MN 55056
Telephone: 651-674-8040
E-Mail: TonyB@familypathways.org

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.** 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 \$1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.

- F. 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 individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, 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 (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S 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.

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

APPROVED:

1. CONTRACTOR: FAMILY PATHWAYS

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:
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:

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 Family Pathways ("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, relex, 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

Meeting Date: December 1, 2021	Item Number: 5
Title of Item for Consideration: Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a contract for medical consultant services dated January 1, 2022 through December 31, 2022.	
Background: Chisago County Health & Human Services has contracted with Dr. Amy Anderson medical consultant services. Consultation services include collaboration with area physicians, assisting in the development and maintenance of community health programs, promoting community health services, medical consultation and direction. Attachment(s): Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County. The suggested motion is as follows: <i>“Move to approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County.”</i>	
Implications of Action: Approval of this contract will ensure continued medical consultation for Chisago County Public Health Services.	
Budget/Financial Implications: Budgeted, levy dollars.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. Subject to County Attorney approval as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
AMY ANDERSON, M.D. and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the Chisago County Community Health Board, 313 North Main, Center City, MN 55102 (hereinafter County), and Amy Anderson, M.D., 11725 Stinson, Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 145A.04, is empowered to procure from time to time certain professional/technical services for the development and maintenance of an integrated system of community health services, and

WHEREAS, County is in need of professional/technical services, specifically medical consultation and direction with a practicing licensed physician, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and that he holds a license to practice medicine, issued by the Minnesota Board of Medical Examiners. In the event that such license should expire, or be cancelled or revoked, CONTRACTOR agrees to promptly inform the County of such event,

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, 2022 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. **CONTRACTORS DUTIES AND RESPONSIBILITIES.**

The CONTRACTOR shall make every reasonable effort to make himself available to the County in order to provide the following services:

- A. The CONTRACTOR shall provide responsible medical consultation and direction to the County.
- B. The CONTRACTOR shall promote Community Health Services programs and their development.
- C. The CONTRACTOR shall consult with and assist the County and its Advisory Committee in the identification and development of the medical aspects of Community Health Services and programs.
- D. The CONTRACTOR shall assist in the development and maintenance of standards in the medical aspects of Community Health Services and its programs.
- E. The CONTRACTOR shall maintain a liaison with other area physicians.

- F. The CONTRACTOR shall provide consultation relating to screening activities, immunizations, technical procedures and disaster preparedness.

III. **NO MINIMUM REQUIREMENT.**

It is understood and agreed by the parties that the County assumes no obligation to purchase all of its requirements for medical consultation services, as defined by the terms of this Agreement, from CONTRACTOR; nor does the County assume any obligation to purchase any minimum amount of said medical consultation from CONTRACTOR.

IV. **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:
Compensation of Seventy-five dollars [\$75.00] per hour.

- B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of 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. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 10 days following the month in which services were provided. For all services provided, the invoice shall indicate the number of hours worked during the course of the month, the dates on which such hours were worked and the nature of the service provided. Payment shall be made within 35 days of receipt of the invoice.

- V. **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)213-5684
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5664

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

Name:	Amy Anderson, M.D.
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Address: 11725 Stinson, Chisago City, MN 55013
Telephone: 651-257-8499
E-Mail: aander16@fairview.org
Fax: 651-257-8833

VI. **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.

VII. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written 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.

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

IX. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.1210. 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.

X. **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.

XI. **INSURANCE.**

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 \$1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including hired and Non-owned.

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

XIII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIV. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, 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 (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright

Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S 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.

- XV. **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.
- XVI. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **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.
- XIX. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: N, Liability; XII, Publicity; XIII, Government Data Practices Act; XIV, Ownership of Materials and Intellectual Property Rights; XVI, Jurisdiction and Venue; and XVII, State Audits.

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

1. **CONTRACTOR: Amy Anderson, M.D.**

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:
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:

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 Amy Anderson, M.D. ("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.

Chisago County Request for Board Action

Meeting Date: December 1, 2021	Item Number: 6
Title of Item for Consideration: State of Minnesota Department of Human Services County Grant Contract Amendment - Child and Teen Checkups Program, 2021 – 2023	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of Child & Teen Check-Up Grant Contract dated January 1, 2021 through December 31, 2023.	
Background: For many years, Chisago County Public Health has provided Child and Teen Checkups outreach services for Chisago County children birth through age 20 enrolled in Medical Assistance and MinnesotaCare. Some of these duties include: - Inform families and/or children birth through age 20 enrolled in MA or MNCare about the Child & Teen Check-Up Program. - Provide assistance for families and children to access services. - Identify families and children who decline or don't want to participate in services. - Coordinate services with related programs. - Recruit and train local providers about the program. - Original Contract amount was for \$133,719.00 – amended amount added an additional \$66,819.00, making the new contracted amount \$200,538.00.	
Attachment(s): State of Minnesota Department of Human Services County Grant Contract Amendment - Child and Teen Checkups Program, 2021 – 2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota Department of Human Services County Grant Contract Amendment - Child and Teen Checkups Program, 2021 – 2023. The suggested motion is as follows: <i>“Move to approve the State of Minnesota Department of Human Services County Grant Contract Amendment - Child and Teen Checkups Program, 2021 – 2023.”</i>	
Implications of Action: Approval of this Grant Contract amendment will allow Chisago County Health & Human Services, Public Health Division, to provide information about the benefits of preventative health care for young children age 0 through 20 enrolled in MA and Minnesota Care.	
Budget/Financial Implications: Child & Teen Check-Up state grant funded.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

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

Amendment No. 1 for Grant Contract No. GRK%181315

Contract Start Date:	1/1/2021	Original Contract Amount:	\$133,719.00
Original Contract Expiration Date:	12/31/2023	Previous Amendment(s) Total:	\$-0-
Current Contract Expiration Date:	12/31/2023	This Amendment:	\$66,819.00
Requested Contract Expiration Date:	n/a	Total Contract Amount:	\$200,538.00

This amendment ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Purchasing and Service Delivery Division ("STATE") and Chisago County Public Health, located at 6133 402nd St, North Branch, MN 55056, an independent contractor, not an employee of the State of Minnesota ("COUNTY").

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. GRK%181315 for Early and Periodic Screening, Diagnosis and Treatment (EPSDT), also known as Child and Teen Checkups (C&TC) Administrative Services to Medical Assistance (MA) eligible children, birth through 20 years of age (Original Grant Contract);
2. STATE and COUNTY agree that additional funds are necessary for the satisfactory completion of the grant contract;
3. Legislative changes to the Medical Assistance program will require changes to funding and work as of July 1, 2022; and
4. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 2.1 "**Duties**" is amended as follows:

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A: "County Duties,"** which is attached and incorporated into this CONTRACT as amended.

REVISION 2: Clause 3.1, “**Consideration**” is amended as follows:

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. **Compensation.** Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY) or contract period.
2. The amount of funding available for each CY or contract period is based on an ~~annual~~ estimated number of MA-eligible children, birth through age 20, to be served by COUNTY, multiplied by \$26.50 per child, which will be provided to the COUNTY by the STATE. If the contract period is less than 12 months, the amount of funding will be pro-rated.
3. Compensation and reimbursement will be consistent with the ~~Annual~~ Budget Worksheet, as revised and approved by the STATE, and based on actual expenditures. The ~~Annual~~ Budget Worksheet for CY 2021 is attached and incorporated into this agreement as **Attachment B**. The January 2022– June 2022 Budget Worksheet is attached and incorporated into this agreement as Attachment B-1.

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be as indicated in the C&TC Administrative Services ~~Annual~~ Budget Worksheet for each Calendar Year or contract period and shall be reimbursed in no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY in Calendar Year 2021 shall not exceed One Hundred Thirty Three Thousand Seven Hundred Nineteen Dollars and No Cents (**\$133,719.00**). The total obligation of STATE to County for January 2022– June 2022 shall not exceed **Sixty Six Thousand Eight Hundred Nineteen Dollars and No Cents (\$66,819.00)**.

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

e. **Budget Revisions.** COUNTY can move up to 10% of the total compensation for the calendar year or contract period, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for activities that are included in the approved ~~annual~~ work plan without STATE approval. Notwithstanding Clause 16.1 of this CONTRACT, budget revisions in

excess of these thresholds will be done via an amended budget worksheet and written approval from the STATE. Amendments are required to add a budget line item or to increase or decrease the total grant award, pursuant to Clause 16.1 of this CONTRACT.

REVISION 3: Attachment A, County Duties, is attached and incorporated into the Original Grant Contract as amended.

REVISION 4: Attachment B-1, January 2022 – June 2022 Budget Worksheet, attached to this amendment, is hereby attached and incorporated into the Original Grant Contract.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

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Signature page follows

APPROVED:**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____ paid through MMIS _____

Date: _____ n/a _____

Grant No: _____ GRK%181315 _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

DocuSigned by:
By: Chris Dubose
FD36425C8CDD414...
Title: Chair- Chisago County Board
Date: 11/22/2021

DocuSigned by:
By: Robert Benson
5004B5FDAE3A4B3...
Title: HHS Director
Date: 11/23/2021

DocuSigned by:
By: Courtney Wehrenberg
8C7DEDA0A13E455...
Title: CHS Administrator
Date: 11/23/2021

DocuSigned by:
By: Janet Reiter
68ECAD3E05D643F...
Title: Chisago County Attorney
Date: 11/23/2021

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

DocuSigned by:
By (with delegated authority): Julie Marquardt
93E1524006EA424...
Title: Deputy Assistant Commissioner
Date: 11/23/2021

Attachment A. County Duties

- A.** COUNTY will provide C&TC administrative services to children birth through age 20 who are enrolled in Medical Assistance (MA), who reside within the COUNTY, and who are not assigned to a participating Tribe.
- B.** COUNTY will comply with program regulations, policies, procedures, directives and revisions thereto as identified in STATE's C&TC program communications (such as the C&TC Coordinator Handbook, provider updates, and program manuals), which are incorporated herein by reference.
- C.** COUNTY will provide adequate and appropriate training for staff assigned to activities and duties described in this CONTRACT.
- D.** COUNTY will require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH).
- E.** COUNTY will promote MDH C&TC trainings to health care providers in COUNTY's geographic area and will attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- F.** COUNTY will provide CATCH Database training for new and current C&TC staff and will require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE.
- G.** COUNTY will maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, which are incorporated herein by reference.
- H.** COUNTY will determine the willingness of eligible families and children to participate in the C&TC Program and will document this activity in the CATCH system.
- I.** COUNTY will demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and will maintain dated documentation of outreach and follow-up in the CATCH system.
- J.** COUNTY will document all activities which are designed to increase C&TC screening services participation ratios including participation in a continuous improvement project as identified in the Work Plan document.
- K.** COUNTY will complete and submit the C&TC Administrative Services ~~Annual~~ Budget Worksheet for approval each year or contract period.

- L. COUNTY will complete and submit the C&TC Work Plan for approval each year or contract period.
- M. COUNTY will comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- N. COUNTY will submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send COUNTY electronic copies of the required annual report forms at least 60 days before they are due.
- O. COUNTY will obtain prior STATE approval for new C&TC outreach activities, not already approved on the C&TC SharePoint site, such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 9 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet.
- P. COUNTY will comply with STATE's requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome, and include a final report to STATE at the conclusion of the project period.
- Q. COUNTY will seek and obtain written STATE approval to remove activities from the approved work plan. Notwithstanding Clause 9 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- R. COUNTY will employ a C&TC Coordinator who is a Public Health Nurse (PHN) or is under the direct supervision of a PHN unless otherwise approved in writing by STATE.
- S. COUNTY will demonstrate efforts to use all available resources to increase C&TC participation.
- T. COUNTY will maintain contract and work plan activity records for 6 years after the contract has expired.
- U. Comply with the terms and conditions set forth in CHB's Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

2022 Budget Worksheet

Chisago County Public Health

5,043

Community Health Board/Tribal Nation

Estimated number of C&TC eligible children

Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary/Wages	Fringe Benefits	Total Salary/Wages & Fringe Benefits
Supervisor	45	0.04	\$1,993.80	\$540.90	\$2,534.70
Outreach staff	1,457	0.70	\$39,417.19	\$13,306.86	\$52,724.05
Clerk or support staff	20	0.01	\$440.60	\$198.40	\$639.00
Total	1,522	0.75	\$41,851.59	\$14,046.16	\$55,897.75

Equipment Costs

Computer costs	\$0.00
Other equipment costs	\$0.00
Total equipment costs	\$0.00

Other Direct Costs

Office supplies	\$294.85
Printing	\$369.85
Postage	\$2,818.30
Telephone	\$300.00
Office space	\$600.00
Interpreter/translation services	\$0.00
Trainings, conferences, workshops, and other meeting expenses related to C&TC	\$50.00
C&TC outreach supplies	\$432.00
C&TC outreach advertisement	\$330.00
Other	\$25.00
Total other direct costs	\$5,220.00

Subcontractor/Consultant Costs

Total subcontractor/consultant costs	\$0.00
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Indirect Cost

Total indirect cost	\$5,589.78
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Travel Costs

Mileage	\$112.00
Lodging, meals, per diem, etc. for trainings, conferences, workshops, and meetings related to C&TC	\$0.00
Total travel costs	\$112.00

Total budgeted amount (rounded down to the nearest dollar)	\$66,819.00
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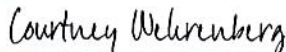
Total C&TC costs per eligible child (not to exceed \$13.25)	\$13.25
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2022 Budget Worksheet

IN WITNESS WHEREOF, CHB/TRIBAL NATION and STATE have mutually agreed with this Budget Worksheet.

FOR CHB/TRIBAL NATION:

DocuSigned by:



8C7DFD66613E455...

Title: CHS Administrator

Date: 11/23/2021

FOR STATE:

DocuSigned by:



93E152400CEA424

Title: Deputy Assistant Commissioner

Date: 11/23/2021

Work Plan - Objective 1

Inform families and/or children from birth through age 20 enrolled in Medical Assistance (MA) about the C&TC Program.

Federal/State Requirements: Information about the C&TC Program must be provided to enrolled children birth through age 20 and/or their families **within 60 days** of the eligibility determination. Families/children must be effectively informed using a combination of written, oral, and face-to-face methods. Include information such as the benefits of preventive health care, the services available under the C&TC Program, where and how to obtain those services, that the services are without cost to the eligible child, and that transportation, interpreter, and scheduling assistance is available, etc.

Establish and implement a process to effectively inform foster care families/children.

Determine family response to C&TC Program participation. Documentation must be kept which indicates that recipients have accepted, declined, or are undecided about C&TC services AFTER receiving the information. Families/children which are undecided about participating in the C&TC screening program should be provided with additional information.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Maintain a current electronic list of eligible and newly eligible families and children. (CHB/Tribal Nation must know who the eligible population is to do outreach and follow-up.) *Use the CATCH System according to DHS instructions to assist with maintaining this list.*

Maintain current list of all eligible families through CATCH. Complete the monthly download when received from DHS and generate the introduction report to obtain list of newly eligible families and children. Regularly generate the undecided about C&TC report to obtain a list of the families who are eligible but undecided about C&TC.

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2. Effectively inform families/children about the benefits of participation in the C&TC Program within 60 days of eligibility determination. Use a combination of written, oral and face-to-face methods. Use clear, non-technical language, at or below a 7th-grade reading level in all written communication. Provide communication through an interpreter or translated written material when appropriate.

C&TC staff provides initial notification to newly eligible families through introductory letters, phone calls, and/or face to face contacts within 60 days of eligibility determination. Through letters, phone calls and face to face contact during community events, C&TC staff provides families with written or verbal information related to the benefits of participation in the C&TC program as well as the various components of a C&TC exam. C&TC staff promote the value of preventative care and encourage families to specifically ask for a C&TC exam when calling their medical service provider to make an appointment. During outreach calls, C&TC staff offers home visits to families with newborns and the Family Home Visiting nurse will also provide face to face information related to the benefits of participation in the C&TC program. During WIC appointments, WIC staff provide face to face and written information related to the benefits of participation in the C&TC program. C&TC staff provide interpreter or translator services as needed. C&TC staff schedules appropriate services to communicate when needed.

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3. Families/children involved in foster care should be informed through responsible CHB/Tribal Nation child case or social workers, foster care parents, or legally responsible guardians. At least annually, inform homes/institutions providing foster care and social service workers of C&TC program services available to children in foster care and develop a process to assure children in foster care receive C&TC information.

C&TC staff provide foster care licensing social worker with up to date C&TC information in the form of a packet that is given to all newly licensed foster care providers during their orientation. C&TC staff ensure that the system generated C&TC introduction, notification and/or reminder letters are given to the specific foster care provider when a child is in their care. Provide social workers with the quarterly foster care C&TC newsletter which contains up to date information related to the C&TC program as well as local program contact information. Contact foster care providers via phone call when C&TC staff receives referrals from social workers regarding foster care providers who need assistance or have questions related to the C&TC program. Up to date C&TC program information is placed in the Aging and Disabilities and folders that are given to clients during MI Choice assessments.

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4. Provide effective means to inform eligible families/children who need additional assistance because of disabilities or home language needs (i.e. visual or hearing impairment, English language learners, etc.)

Maintain a list of resources for families/children who are blind, deaf, or who cannot read or understand the English language. Provide the C&TC introduction, reminder or notification letter in the preferred language and utilize Language Line interpreter services to complete phone calls to families when needed. Also include the ADA statement and phone number for assistance on the back of all C&TC letters.

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5. After effectively informing families/children about C&TC, determine if their response is "yes", "no" or "undecided" about accepting C&TC benefits. Document their response using the CATCH system. New families will appear in the CATCH as "U" or "undecided". If reached, and a family remains "undecided" after receiving outreach, document/choose "undecided" in the detail list for that outreach contact. **If not reached, leave families as "undecided" or "U" in CATCH. Do not change the case status for the undecided unless a direct response has been received from the family. Never assume a "yes" or "no" response.** Families/children declining C&TC services should not be contacted about the program again for one year. After one year from the time the "no" response was entered into CATCH, reminder letters will resume as each child is due for a screening. (A re-notification letter will also be generated if no screenings or case activity occurred during the year.)

Document the appropriate Yes, No, or Undecided about C&TC response that is received from families in CATCH. Document outreach activities, contact type and contact details along with any case specific notes in the notes section in CATCH. Families will remain "undecided" until a direct response is received. Families who decline participation in the C&TC program will be documented as "No" and will not be contacted via phone or mail for one year.

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6. Maintain dated documentation of families/children who are informed by written, oral, and/or face-to-face methods about C&TC Program.

Document all outreach efforts in CATCH. Maintain C&TC outreach log to document C&TC outreach completed with other HHS units, community partners and during community events.

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7. Remind eligible families/children in writing, orally and/or face-to-face when their next C&TC screening is due, according to the current periodicity schedule. Maintain dated documentation of all reminder activities.

Send reminder letters that are generated by CATCH to eligible families/children at the time a screening is due. Include the age appropriate "Getting The Most Out Of Your Child's Checkups" brochure along with an up to date medical provider and dental provider list in the reminder mailing. Each family also receives either an automated or live phone call reminding them that the eligible member is due for a C&TC screening. Complete documentation in CATCH related to any outreach efforts or assistance provided to families/children who are eligible for a C&TC screening. MCH/Family Home Visiting Nurses discuss the recommended frequency of C&TC exams during their face to face visits with families and the date of outreach is documented in CATCH. WIC staff discuss the recommended frequency of C&TC exams with families and provide C&TC staff with a monthly report of their outreach which will be included in the annual report.

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8. Conduct periodic in-service training about the C&TC program as appropriate with local agency staff, social services/income maintenance staff, Women, Infants and Children (WIC), Public Health Nursing, etc. Promote, encourage, and inform staff about ways to assist in the informing of eligible families/children about the C&TC program and its benefits.

Regularly attend Public Health Division meeting to provide updated program information to increase awareness and encourage outreach efforts regarding the C&TC program by other public health staff. On an annual basis, attend staff meetings in other HHS units including income maintenance, MHIP, adult and children's mental health, and WIC to provide information regarding the C&TC program, the benefits of the C&TC program and provide updated information for other staff to give to their clients.

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9. Other activities provided to meet this objective.

Attend licensed child care orientation meetings to provide C&TC program information.

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Work Plan - Objective 2

Provide assistance for families and children to access C&TC services.

Federal/State Requirements: Within 10 days of a request, families/children must receive assistance with scheduling screening and referral appointments, and arranging transportation and interpreter services. Documentation must be kept that indicates recipients received assistance. Information about current C&TC providers, dental providers, transportation services, interpreter services, etc. must be available in writing. Offers of assistance with obtaining C&TC services or referral follow-up services should be included in all appropriate contacts with eligible families/children.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Of the newly eligible families/children, identify those needing assistance with obtaining services. To identify families/children needing assistance, contact in writing, orally and/or face-to-face. Document all contacts in JATCH.

TST staff sends the system generated letter to all family members residing abroad informing that they are eligible for the GAI program and that GAI staff are available to assist them in obtaining required travel program contact information. It states that all members of the family are eligible to apply and that the GAI staff will attempt to inform family members of the GAI program. It also states that assistance is available if they should have a problem understanding the process. It also repeats that information is provided during the first phone call. If the traveling family is not contacted by telephone during the first call, GAI outreach staff complete an outreach call that informs families that they are eligible for the GAI program and that GAI staff are available to assist them in obtaining required travel program contact information. It provides the name and telephone number of the GAI staff which inform GAI staff which an individual family they are working with needs assistance obtaining the GAI staff for the -1, -2, -3, -4, -5, -6, -7, -8, -9, -10, -11, -12, -13, -14, -15, -16, -17, -18, -19, -20, -21, -22, -23, -24, -25, -26, -27, -28, -29, -30, -31, -32, -33, -34, -35, -36, -37, -38, -39, -40, -41, -42, -43, -44, -45, -46, -47, -48, -49, -50, -51, -52, -53, -54, -55, -56, -57, -58, -59, -60, -61, -62, -63, -64, -65, -66, -67, -68, -69, -70, -71, -72, -73, -74, -75, -76, -77, -78, -79, -80, -81, -82, -83, -84, -85, -86, -87, -88, -89, -90, -91, -92, -93, -94, -95, -96, -97, -98, -99, -100, -101, -102, -103, -104, -105, -106, -107, -108, -109, -110, -111, -112, -113, -114, -115, -116, -117, -118, -119, -120, -121, -122, -123, -124, -125, -126, -127, -128, -129, -130, -131, -132, -133, -134, -135, -136, -137, -138, -139, -140, -141, -142, -143, -144, -145, -146, -147, -148, -149, -150, -151, -152, -153, -154, -155, -156, -157, -158, -159, -160, -161, -162, -163, -164, -165, -166, -167, -168, -169, -170, -171, -172, -173, -174, -175, -176, -177, -178, -179, -180, -181, -182, -183, -184, -185, -186, -187, -188, -189, -190, -191, -192, -193, -194, -195, -196, -197, -198, -199, -200, -201, -202, -203, -204, -205, -206, -207, -208, -209, -210, -211, -212, -213, -214, -215, -216, -217, -218, -219, -220, -221, -222, -223, -224, -225, -226, -227, -228, -229, -230, -231, -232, -233, -234, -235, -236, -237, -238, -239, -240, -241, -242, -243, -244, -245, -246, -247, -248, -249, -250, -251, -252, -253, -254, -255, -256, -257, -258, -259, -260, -261, -262, -263, -264, -265, -266, -267, -268, -269, -270, -271, -272, -273, -274, -275, -276, -277, -278, -279, -280, -281, -282, -283, -284, -285, -286, -287, -288, -289, -290, -291, -292, -293, -294, -295, -296, -297, -298, -299, -300, -301, -302, -303, -304, -305, -306, -307, -308, -309, -310, -311, -312, -313, -314, -315, -316, -317, -318, -319, -320, -321, -322, -323, -324, -325, -326, -327, -328, -329, -330, -331, -332, -333, -334, -335, -336, -337, -338, -339, -340, -341, -342, -343, -344, -345, -346, -347, -348, -349, -350, -351, -352, -353, -354, -355, -356, -357, -358, -359, -360, -361, -362, -363, -364, -365, -366, -367, -368, -369, -370, -371, -372, -373, -374, -375, -376, -377, -378, -379, -380, -381, -382, -383, -384, -385, -386, -387, -388, -389, -390, -391, -392, -393, -394, -395, -396, -397, -398, -399, -400, -401, -402, -403, -404, -405, -406, -407, -408, -409, -410, -411, -412, -413, -414, -415, -416, -417, -418, -419, -420, -421, -422, -423, -424, -425, -426, -427, -428, -429, -430, -431, -432, -433, -434, -435, -436, -437, -438, -439, -440, -441, -442, -443, -444, -445, -446, -447, -448, -449, -450, -451, -452, -453, -454, -455, -456, -457, -458, -459, -460, -461, -462, -463, -464, -465, -466, -467, -468, -469, -470, -471, -472, -473, -474, -475, -476, -477, -478, -479, -480, -481, -482, -483, -484, -485, -486, -487, -488, -489, -490, -491, -492, -493, -494, -495, -496, -497, -498, -499, -500, -501, -502, -503, -504, -505, -506, -507, -508, -509, -510, -511, -512, -513, -514, -515, -516, -517, -518, -519, -520, -521, -522, -523, -524, -525, -526, -527, -528, -529, -530, -531, -532, -533, -534, -535, -536, -537, -538, -539, -540, -541, -542, -543, -544, -545, -546, -547, -548, -549, -550, -551, -552, -553, -554, -555, -556, -557, -558, -559, -560, -561, -562, -563, -564, -565, -566, -567, -568, -569, -570, -571, -572, -573, -574, -575, -576, -577, -578, -579, -580, -581, -582, -583, -584, -585, -586, -587, -588, -589, -590, -591, -592, -593, -594, -595, -596, -597, -598, -599, -600, -601, -602, -603, -604, -605, -606, -607, -608, -609, -610, -611, -612, -613, -614, -615, -616, -617, -618, -619, -620, -621, -622, -623, -624, -625, -626, -627, -628, -629, -630, -631, -632, -633, -634, -635, -636, -637, -638, -639, -640, -641, -642, -643, -644, -645, -646, -647, -648, -649, -650, -651, -652, -653, -654, -655, -656, -657, -658, -659, -660, -661, -662, -663, -664, -665, -666, -667, -668, -669, -670, -671, -672, -673, -674, -675, -676, -677, -678, -679, -680, -681, -682, -683, -684, -685, -686, -687, -688, -689, -690, -691, -692, -693, -694, -695, -696, -697, -698, -699, -700, -701, -702, -703, -704, -705, -706, -707, -708, -709, -710, -711, -712, -713, -714, -715, -716, -717, -718, -719, -720, -721, -722, -723, -724, -725, -726, -727, -728, -729, -730, -731, -732, -733, -734, -735, -736, -737, -738, -739, -740, -741, -742, -743, -744, -745, -746, -747, -748, -749, -750, -751, -752, -753, -754, -755, -756, -757, -758, -759, -760, -761, -762, -763, -764, -765, -766, -767, -768, -769, -770, -771, -772, -773, -774, -775, -776, -777, -778, -779, -780, -781, -782, -783, -784, -785, -786, -787, -788, -789, -790, -791, -792, -793, -794, -795, -796, -797, -798, -799, -800, -801, -802, -803,

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2. Assist families/children who request assistance with obtaining screening and/or referral services within 10 days of the request. Keep dated documentation.

Forward all families requesting services to the appropriate staff, including those who are in the lowest, third or fourth priority category. If a family is not a priority, do not meet all requests and attempt to contact families to inform them of the status.

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3. Offers of assistance with obtaining C&TC screening or follow-up services should be included in all appropriate letters, telephone calls and face-to-face contacts with eligible families/children.

Information regarding effects of treatment were completed with the subject's full cooperation and are listed in the Introduction, Methods and Identification sections of the above manuscript. IIT staff were instructed with obtaining IVIG samples of blood specimens and communicating to physician regarding the findings. During the 10 day outbreak, IIT staff efforts to provide assistance as requested in CHINA.

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4. Maintain and provide upon request a current, written list of C&TC screening service providers. (Identify both fee-for-service and Prepaid Medical Assistance Program (PMAP) Health Plan providers) dental service providers and vision and hearing screening providers. Include addresses (physical and website, if applicable), telephone numbers, service hours, or other helpful contact information, as appropriate. Lists should be updated at least twice a year. Use of provider information from online resources is acceptable. For example, HelpMeConnect!

42494-1 Informants included in the analysis were 30. 70% were female, 30% were male. The majority of the
42494-2 career teachers are included in the analysis. 13% have a bachelors degree, 4% have a masters degree, 83%
42494-3 eligible for tenure. All of the career teachers have been employed for at least 10 years. The majority of the
42494-4 well as immigrant and non-immigrant teachers. The majority of the teachers are female and have been employed for at least 10 years.

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5. Maintain and provide upon request a current, written list of transportation providers. Include addresses, telephone numbers and service hours. Update list as needed or at least annually. Also, work with Health Plans to assist families in accessing transportation through their health plan.

Both the medical and dental personnel have received information regarding dental and medical records and the information is rotated at least once a year with a new dental or medical officer or the dental officer's transportation personnel and those with whom information is rotated. Information regarding dental and medical records is exchanged with interested transportation personnel and the dental officer.

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6. Maintain written list with information about alternate, available methods of communication such as language interpreter services, Braille, and translated materials. Update as needed or at least annually.

Parents' interpretation and alignment of parents' information about the child's behavior is related to children's adjustment. Families regarding emotional problems of their children with depression.

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7. Provide follow-up on referrals for diagnosis and/or treatment made during a CoTC screening to determine if client has received the referral services. Offer assistance, as needed, with making an appointment, transportation or interpreter arrangements, etc. To obtain screening referral information, run appropriate CATCH system report at least monthly. Keep dated log, mentioning

In a written reply, VAD staff advised that the father of the victim's family will not be able to travel to the family reunion in the United States if the government's request was implemented. The authorities will be making arrangements to transport the father of the victim to the family reunion and will provide further financial assistance, including all travel and other expenses, to the father of the victim. The father of the victim is currently in VADH.

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8. Other activities provided to meet this objective.

Written information regarding the C&TC program and assistance that local C&TC program staff can offer is placed in foster care provider orientation packets, child care orientation packets, aging and disabilities packets, mental health services packets and birth record mailings. Information is also placed in local churches, food pantries, public libraries and local Headstart center.

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Work Plan - Objective 3

Identify families and children who decline C&TC services and/or who do not participate in C&TC screening services.

Federal/State Requirements: Families/children may decline C&TC services at any time. If a family chooses not to participate in the C&TC program, they should not be contacted further about the program for one year. Agencies are expected to resume outreach to these families again after a year.

Families/children who are eligible for screening services, regardless of their initial response to the C&TC Program, must receive re-notification about the program on an annual basis if there is no indication of any eligible child in the family receiving C&TC screening services.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Maintain dated documentation of families/children who say "no" to participation in the C&TC Program. Families/children have a right to say they do not want to be contacted about C&TC and these families should not be contacted for one year.

C&TC staff will not contact families via phone or send letters to any individuals who say "no" to participation in C&TC program. After a "no" to participation in the C&TC program response is received, C&TC staff will document the no response in CATCH. The documentation in CATCH will include the date that the no response was received.

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2. After one year from the date the family said "no," eligible children/families should again receive information about C&TC services and reminders about C&TC screenings due according to the current periodicity schedule. (Reminder letters will begin to be generated as children are due for a screening).

Utilize password protected excel document to record and track families who have responded "no" to participation in the C&TC program. When one year has elapsed from the time an individual responded "no" to participation in the C&TC program, resume contact with the eligible family and resume sending information related to C&TC services along with the system generated reminder letters.

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3. Families who have not participated in C&TC screenings for one year must be effectively re-notified of their eligibility to receive C&TC services. CATCH will generate re-notification letters to enrolled families who have not received any C&TC screenings or outreach contacts, letters, etc. (no case activity) for one year. These letters remind families that they are still eligible to receive C&TC benefits.

Utilize CATCH to generate re-notification letters to enrolled families who have not received any C&TC screenings or have not had any case activity for one year. Send the system generated re-notification letters to the enrolled families along with local C&TC program information. Contact the families by phone to remind them that they are still eligible to receive C&TC benefits, offer assistance in obtaining screenings and provide local program contact information.

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4. Other activities provided to meet this objective.

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Work Plan - Objective 4

To coordinate C&TC services with related programs.

Federal/State Requirements: C&TC must be coordinated with Women, Infants and Children (WIC) Programs. Referral of C&TC enrollees to WIC for determination of possible eligibility is required. C&TC must also be coordinated as appropriate with other child programs including Head Start, Maternal and Child Health (MCH) programs, public schools and immunization programs/registries. In Minnesota, this also includes Children's Mental Health and Community Health Services.

Guidelines: (1) Coordination efforts should contain costs, improve service delivery overlap, cut duplication, comply with HIPAA and close gaps in services. (2) pursue community collaborative efforts (health fairs, screening services, health forums and public awareness); (3) written interagency agreements should delineate roles and responsibilities, provide monitoring and evaluation of activities and disperse funds.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Women, Infants and Children (WIC) Program

Once the monthly download is received, C&TC staff complete a file review to assess the ages of the children included in the newly eligible family. If there is a child ages birth through age 5 in the newly eligible family, a WIC application is included in the mailing of the system generated introduction letter. During introduction calls, the WIC program is discussed. C&TC staff provides eligible families with local WIC program contact information or can directly connect families with WIC staff via phone for appointment scheduling. C&TC staff also inform families of the option to apply for WIC services online via the Chicago County website. All system generated reminder and re-notification letter mailings also included information related to the WIC program. When live reminder phone calls are completed, C&TC staff inform families of the WIC program. During WIC appointments, WIC program staff inform WIC participants of the benefits of the receiving C&TC screenings and provide information and outreach materials. WIC program staff provide C&TC staff with the number of WIC participants in which C&TC outreach was provided to each week. C&TC staff include this information in the annual report. Written WIC program information is available to the community during local community events.

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2. Head Start

C&TC staff meet with Headstart staff on an annual basis to share program updates and exchange up to date program information. C&TC staff provide Headstart staff with written C&TC program materials that can be given to families who are enrolled in Headstart. C&TC staff encourage Headstart staff to refer any families who may need assistance with obtaining C&TC screenings. C&TC staff provides local Headstart center staff with written C&TC program materials to be given to families who have children enrolled at the Headstart Center. Headstart brochure is also included in the 18 month reminder letter mailing.

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3. Immunization Registries, etc.

Provide education, information and outreach materials to clients during immunization appointments. Encourage families who indicate that they have not received well child screenings with their medical provider, and are eligible for the C&TC program, to participate in the program. Information related immunization services is included in the system generated introduction and reminder mailings.

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4. Public Schools (e.g. Early Childhood Screening, junior or senior high schools, etc.)

Collaborate with local North Branch Early Childhood program in joint new birth mailing. All families who have had a recent birth receive a packet of information related to community resources and C&TC program information is included in all packets. On an annual basis, C&TC staff participate in the Chicago Lakes Middle School health fair and provide C&TC program information along with outreach materials to middle school students. C&TC staff are present and provide information and outreach materials to children and parents during open house orientation at Rush City Elementary School. C&TC staff correspond in person or virtually with local charter school, Leo Wolfe Creek, to provide C&TC information and outreach materials to students. C&TC staff attends local TRIC meetings through St. Louis River Education District.

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5. MCH Programs (e.g. home visiting, if appropriate)

During home visits with families Family Home Visiting nurses discuss the C&TC program with families. They provide education, outreach materials and information related to the C&TC program as well discuss the benefits of C&TC screenings. MCH nurses refer families to C&TC staff when a family needs additional assistance and C&TC staff calls the family to assess needs for assistance. C&TC staff attend MCH staff meetings to share up to date program information with family home visiting staff. During C&TC outreach calls, C&TC staff discuss family home visiting program with families and complete referrals when needed.

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6. Other (Children's Mental Health, Housing Programs, Information and Referral Services, Health Related Services, childcare centers/homes, Support Services (e.g. transportation, health education, counseling), collaborative activities, health fairs, etc.)

On an annual basis, C&TC staff meets with adult and children's mental health staff, foster care licensing social worker, child protection staff, aging and disabilities staff, and income maintenance staff to provide program updates along with up to date C&TC program materials for workers to give to their clients. Information related to the C&TC program and local program contact information is included in opening packets given to new clients within the county mental health, aging and disabilities and foster care units. C&TC staff communicate directly with licensed foster care providers to provide assistance with finding providers or scheduling screenings as needed. C&TC staff provides program information at licensed child care provider orientation. C&TC program information is included in all Follow Along Program mailings. C&TC staff attend local community events including National Night Out, Chicago Lakes Early Childhood Carnival, Women's Health Conference, Chicago County Fair, Outerwear Fair, Operation Community Connect, Middle School Health Fair, Rush City Elementary School open house and provides outreach during Children's Dental Services clinics at North Branch NHS Building. C&TC staff also correspond with local child care centers, libraries and churches and provide up to date C&TC information.

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Work Plan - Objective 5

Recruit and train local providers about the C&TC Program.

Federal/State Requirements: States are required to take advantage of all resources to deliver C&TC services in order to assure a broad provider base to meet the needs of the eligible MA enrollee population.

Agencies are required to do outreach to C&TC provider clinics to promote the C&TC Program, to encourage compliance with C&TC Program requirements, to assist in the assessment of C&TC training needs, to assist in the coordination of outreach and training with Minnesota Department of Health (MDH), Minnesota Department of Human Services (DHS), health plan representatives and other agency coordinators as appropriate, to act as a referral source and to offer C&TC Program technical assistance as needed.

Guidelines: C&TC Administrative Service agencies are required to identify and provide information and technical assistance to all C&TC providers available to families/children. C&TC Administrative Service agencies may provide training on C&TC Program requirements. C&TC Administrative Services Agencies should promote C&TC trainings offered through the DHS interagency agreement with MDH. This includes communicating the trainings being offered and contacting MDH to request trainings for their local C&TC providers. MDH staff is available to train local providers on C&TC screening components.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Contact local providers, at least annually and as often as necessary, to provide information about the C&TC Program and related training opportunities. Assure availability of C&TC services, using a combination of methods, such as a substantive clinic visit annually, telephone calls, emails and mailings (e.g. newsletters, update memos, etc.). Promote use of [provider documentation forms](#) to capture all C&TC components.

C&TC Coordinator will provide information related to any training opportunities as well as other C&TC program related information as it becomes available. On an annual basis, the C&TC Coordinator completes a substantive, face-to-face clinic visit with each clinic located in Chisago County. Telephone or email communication is completed as needed and provider newsletters are forwarded to clinic staff as received. C&TC Coordinator will also make clinic staff aware of and encourage clinic staff to utilize the provider documentation forms. C&TC Coordinator informs clinic staff of and offers training opportunities that are provided by DHS, MDH, health plans or regional C&TC Coordinator groups.

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2. Coordinate clinic outreach with local health plan representatives and other C&TC Coordinators as appropriate to promote consistent messages and reduce duplication of outreach, assessment and training services.

C&TC Coordinator attends the C&TC regional meetings that are also attended by MN State Health Plan representatives to promote consistent messages regarding C&TC. C&TC Coordinator collaborates with health plan representatives to provide information and training to local clinics related to C&TC screenings as needed.

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3. Identify C&TC provider training needs and coordinate training with MDH, health plan representatives and/or other C&TC Coordinators as appropriate. Act as a referral source, offer technical assistance or respond to requests for assistance as needed and/or conduct training.

C&TC Coordinator will communicate information related to C&TC provider training that is available through MDH and/or health plan representatives and assess for any needs identified by the local clinic staff. C&TC coordinator will coordinate trainings and be of assistance as needs are identified or arise.

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4. Distribute the [Provider Guide](#) web link as needed and when updated. Inform providers of the [Minnesota Health Care Program \(MHCP\) Provider Manual – C&TC section](#). For providers needing additional information, coordinate with appropriate agency representatives.

C&TC Coordinator will email the C&TC Provider Guide updates to clinic managers as they are made available from DHS or as requested. C&TC coordinator will provide clinic managers with information related to the Minnesota Health Care Program Provider Manual- C&TC Section. If providers request additional information and/or assistance, C&TC Coordinator will correspond with other agency representatives as needed.

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5. Act as a referral source for C&TC provider billing issues and encourage review of the billing and claim instructions in the MHCP Provider manual. For fee-for-service questions/issues, refer providers to the Department of Human Services Provider Call Center at: 651-431-2700 or 1-800-366-5411.

C&TC Coordinator will provide information related to how to access the MHCP provider manual and encourage providers to utilize the MHCP Provider manual as the primary source of information related to billing and claims. In addition to encouraging providers to review the billing and claim instructions in the MHCP Provider Manual, C&TC Coordinator will refer providers to the DHS Provider Call Center at 651-431-2700 or 1-800-366-5411.

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6. Maintain current C&TC medical and dental provider lists. These lists should be updated as needed or at least twice annually.

C&TC program staff will maintain up to date information on both the medical and dental provider lists. Both the medical and dental provider list will be updated twice a year or more frequently as needed. Current C&TC medical and dental provider lists will be updated twice a year or more frequently as needed. Current C&TC medical and dental provider lists will be accessible on the local C&TC program website.

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7. Other activities provided to meet this objective.

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#7

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 1, 2021**

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 11/24/2021 \$1,072,175.58

Lake Area Bank; Derek Ankla; Sheriff; supplies; \$52.84
Lake Area Bank; Matthew Beckman; Sheriff; supplies, training; \$1,715.74
Lake Area Bank; Jonathan Gray; Sheriff; registration; \$869.61
Lake Area Bank; John Keefe; Assessor, registration/conference; \$451.15
Lake Area Bank; Bridgitte Konrad; Auditor, registration; \$415.00
Lake Area Bank; Andrew Mahowald; Sheriff; registration; \$1,217.75
Lake Area Bank; Mary Melby; Wellness; supplies; \$150.00
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$660.33
Lake Area Bank; Janet Reiter; Attorney; conference, registration; \$1,480.60
Lake Area Bank; Scott Sellman; Sheriff; supplies; \$69.43
Lake Area Bank; Barbara Shimmom; Public Works; registration; \$688.71
Lake Area Bank; Joseph Tart; Parks; registration; \$420.00
Lake Area Bank; Joseph Triplett; Public Works; conference; \$1,628.15
Lake Area Bank; Polly Zais; Sheriff; supplies; \$165.41
Lake Area Bank; Tracy Krona; HHS; travel for client; \$1,782.50
Lake Area Bank; Ami Helmbrecht; HHS; supplies; \$75.00

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

#7

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 17, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 17, 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 Greene 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 Montzka, seconded by Dunne, the Board opened the Road and Bridge Committee of the Whole at 6:31 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. *No action was taken.*

On motion by Greene, seconded by Montzka, the Board moved item 1 to the consent agenda. 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 close the Road and Bridge Committee of the Whole at 6:38 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Greene, 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 – Final Contract Payment for CP MS-11-21
- 2.) Minutes from the November 3, 2021 Regular Meeting
- 3.) Payment of County's Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed

as a total dollar amount and notes the number of claims included in the total.

4.) Authorization for County Auditor-Treasurer to Transfer Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	\$198,349.22

5.) Resolution to Sell or Dispose of Abandoned Personal Property at Tax Forfeited Property

RESOLUTION NO. 21/1117-X
RESOLUTION TO AUTHORIZE COUNTY AUDITOR-TREASURER TO
SELL OR DISPOSE OF ABANDONED PERSONAL PROPERTY FOUND ON
TAX FORFEITED REAL PROPERTIES

WHEREAS, in order to preserve tax forfeited property and to insure against claims or injuries to the people that maintain, repair or view the premises, there is a need for the County to inspect properties taken by tax forfeiture and to, as appropriate, seize and sell or dispose of abandoned personal property found on tax forfeited property in accordance with Minnesota law; and

WHEREAS, Minnesota Statutes Section 282.04, Subd 2, (d) authorizes the County Auditor-Treasurer to, upon approval of the County Board, take possession of personal property abandoned on tax forfeited property and to sell or otherwise dispose of such abandoned personal property; and

WHEREAS, Minnesota Statutes Section 282.04, Subd 2, also authorizes the County Auditor-Treasurer to enter into contracts with third parties, upon approval of the County Board, to assist in the inspection of tax forfeited properties and the seizure, removal and sale or disposition of abandoned personal property found on tax forfeited properties.

BE IT RESOLVED, pursuant to Minnesota Statutes Section 282.04, Sub. 2 (d), the Board of Commissioners of Chisago County (the "County") authorizes the County Auditor-Treasurer to:

1. Seize personal property found on tax forfeited properties during inspections and dispose of debris and garbage found on the premises during inspection;

2. Dispose of or sell such personal property not claimed after expiration of a 28-day notification to the former owner, tax payer or any occupants of the premises at the time of tax forfeiture.
3. Dispose of any personal property not claimed after expiration of a 28-day notification to the former owner, tax payer or any occupants of the premises that has been determined as non-salvageable.
4. Sell such abandoned personal property by public sale and to sell at private sale any personal property not sold at a public sale for which public notice has first been given.
5. Enter into contracts with third-party vendors to assist with the inspection of tax forfeited property and removal, disposal and/or sale of abandoned personal property.

BE IT FURTHER RESOLVED that the authorizations provided in this resolution shall be standing approvals until repealed by resolution of the County Board of Commissioners.

6.) Authorizing Issuance and Sale of General Obligation Refunding Bonds, Series 2021a

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

7 On motion by Montzka, seconded by Dunne, the Board moved to accept the Environmental Services/Zoning Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

8 On motion by Greene, seconded by Robinson, the Board moved to approve Amador Hilltop Estates Preliminary Plat located in Amador Township at 1275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00) with the following conditions:

1. Prior to filing for Final Plat approval, a demolition permit application shall be submitted to Chisago County for removal of the dwelling closest to Peterson Avenue on Lot 4; and
2. A Road Authority Agreement shall be executed with Amador Township as a condition of Final Plat review and approval.

The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

9 On motion by Greene, seconded by Montzka, the Board moved to approve Resolution No. 11172021 – 1. A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Preliminary Plat of Steward Hills Estates, located in Amador Township, at 15765 392nd Street (PID# 01.00254.00). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

**RESOLUTION NO. 21/1117-X
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF STEWARD HILLS ESTATES
AS REQUESTED BY PAUL & JENNY STEWARD**

WHEREAS, Paul & Jenny Steward, property owners and applicants, submitted an application dated received September 30, 2021 and considered complete on October 13, 2021 for the Preliminary Plat of Steward Hills Estates; and

WHEREAS, the subject site is located at 15765 392nd Street, Center City (Amador Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 01.00254.00
THE W 330.60 FT OF THE SW 1/4 OF THE SE 1/4 AND THE E 1/2 OF THE SE 1/4
OF THE SW 1/4 LYING N OF THE S 656.62 FT.
Section 13, Township 035, Range 020
Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat with conditions, per Resolution No. PC2021-1101, at its November 4, 2021 meeting; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 17, 2021 meeting and determined that the Preliminary Plat of Steward Hills Estates to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for Preliminary Plat, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall surrender the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel at 15765 392nd Street (PID 01.00254.00) and reduce the number of dogs on site to three within 12 months of Final Plat approval.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

10 On motion by Greene, seconded by Robinson, the Board moved to approve Resolution No. 11172021 – 2. A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Keith Johnson - Johnson CSG 2, LLC Interim Use Permit to construct a one-megawatt solar garden in Sunrise Township, Sec. 28, T. 35, R 20, (PID #09.00303.10). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

**RESOLUTION NO. 21/1117-X
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA,
APPROVING AN INTERIM USE PERMIT TO ALLOW A COMMERCIAL
SOLAR ENERGY SYSTEM
AS REQUESTED BY JOHNSON CSG 2, LLC AND KEITH JOHNSON**

WHEREAS, Johnson CSG 2, LLC, applicant, and Keith Johnson, property owner, submitted an application dated complete on September 1, 2021 for an Interim Use Permit to allow a Commercial Solar Energy System; and

WHEREAS, the subject site is generally located at the southwest intersection of County Road 9 and County Road 11 (Sunrise Township) and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is described as (abbreviated legal description):

PID 09.00303.10

THAT PT OF SE 1/4 OF SW 1/4 LYG N'LY OF S 1200 FT THEREOF. THAT PT OF W 1/2 OF SE 1/4 OF SAID SEC 28 LYG N'LY OF S 1200 FT THEREOF & LYG W'LY OF OASIS ROAD

Section 28, Township 035, Range 020

Chisago County, MN

WHEREAS, notice was provided and on November 4, 2021 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Interim Use Permit with conditions, per Resolution No. PC2021-1102, at its November 4, 2021 meeting; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 17, 2021 meeting and has made the following findings per Zoning Ordinance Section 8.04-1 Interim Use Permits:

Factor #1 The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;

Finding #1 Chapter 7 of the Chisago County Comprehensive Plan states that the County has become a leader in the facilitation and use of solar energy in Minnesota. The County believes it is in the public interest to encourage the use and development of renewable energy systems, including solar energy systems, that have a positive impact on energy conservation with limited adverse impact on nearby properties. The Planning Commission finds that the proposed Commercial Solar Energy System is consistent with the Comprehensive Plan.

Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #2 Being that the proposed Commercial Solar Energy System will not increase population and will not generate traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.

- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development:
- Finding #3 *The proposed Commercial Solar Energy System meets the County's established setback requirements in relation to developed properties immediately west, south and northeast. Further, the proposed use will be screened by existing solar arrays to the west and south and will be screened from property to the east and northeast by landscaping.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties:
- Finding #4 *The proposed Commercial Solar Energy System will be constructed in a similar manner as the existing solar arrays on the same property. There is no evidence to suggest that the appearance of the existing solar arrays have had an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an adverse effect.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use:
- Finding #5 *The existing use of the subject site is Commercial Solar Energy Systems; therefore, the proposed use is related and consistent with the existing use. Further, Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use:
- Finding #6 *Section 7.31 of the Chisago County Zoning Ordinance states that it's in the public interest to encourage the use and development of renewable energy systems that enhance energy conservation efforts and the County supports the use of solar energy systems. Further, the Zoning Ordinance identifies Solar Energy Systems as an interim use in the Agricultural (AG) District.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The proposed Commercial Solar Energy System will not generate traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Commercial Solar Energy System will not create any noise, other than the acceptable noise created during the construction process.*

and will be consistent in every other manner with existing solar arrays within the County. The County finds that the proposed use will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for Interim Use Permit, subject to the following conditions:

1. The project shall be developed and the facility shall be operated in conformance with the proposal elements identified in the application, including the written narrative dated August 30, 2021 and site plan dated received September 29, 2021, except as specifically noted below. Any deviation from the approved project shall require further review by the Planning Commission and approval by the County Board.
2. Construction and routine maintenance activities shall be limited to daytime working hours, as defined in Minn. R. 7030.0020, to ensure nighttime noise level standards will not be exceeded.
3. The permittee shall implement MPCA-recommended erosion and sediment control devices which are deemed applicable by the Chisago County Department of Environmental Services. If applicable, the permittee shall obtain an NPDES Permit, and provide the Department of Environmental Services with the Storm Water Pollution Prevention Plan (SWPPP). Those erosion and sedimentation control measures determined to be necessary shall be installed or implemented prior to construction and maintained in accordance with the SWPPP.
4. Areas of bare ground underneath the panels and in surrounding areas shall be re-vegetated with a low-growing, accepted pollinator-friendly seed mix, and shall be maintained throughout the life of the project.
5. The applicant shall submit a signed / certified landscape plan provided by a Minnesota-licensed landscape engineer or Minnesota-certified arborist verifying that the proposed landscaping will achieve the required height and opacity goals by the end of the third year of the project. The landscaping plan shall include a minimum of three staggered rows of six-foot black spruce trees spaced at 16-foot on center, located outside of the fenced perimeter. The plan shall be submitted for approval prior to building permit.
6. The applicant shall provide a financial surety in an amount sufficient to guarantee that the planting heights and 75% opacity screening goals will be achieved by the end of the third year of the project. Financial surety shall be provided prior to building permit approval.

7. Screening shall be established and maintained for the life of the project, including re-establishment of buffer in the case of decimation or destruction by disease, weather, fire or other peril.
8. The permittee shall install security / perimeter fencing surrounding the facility. The fence shall be agricultural fencing, known as "deer fence" which is of woven wire composition. The fence shall be a minimum of 8' in height and constructed with wooden posts.
9. Perimeter fencing and landscape screening shall be installed prior to issuance of the Certificate of Occupancy and shall be confirmed by county inspection.
10. The permittee is responsible for on-site cleanup of all waste and scrap that is the product of construction, as well as ongoing maintenance of the project property, including disposal of trash, waste, and other detritus, for the life of the project.
11. The project shall be decommissioned in accordance with the approved decommissioning plan. Failure of the permittee to properly decommission the site may result in the issuance of a citation and criminal charges, and/or County seizure of the financial surety and decommissioning of the site. In the event that decommissioning costs exceed the amount of surety, adequate funds shall be collected from the developer, landowner, and/or assessed against the property.
12. The permittee shall provide a financial surety guaranteeing decommissioning in accordance with the plan. The surety shall be provided and maintained by the permittee in an amount equal to or greater than 125% of the developer's estimated decommissioning cost. The surety shall be provided at the time of building permit application and building permit approval shall be conditioned upon receipt and approval of said surety. The permittee shall also provide, at time of building permit application, a detailed estimate to support the estimated cost of decommissioning and corresponding financial surety amount.
13. At time of decommissioning the permittee shall recycle as much of the system's materials as possible and limit disposal of said materials to the fullest extent possible.
14. All activities conducted within wetlands shall be carried out, regulated and/or prohibited in accordance with the provisions of MN Chapter 8420.
15. The permittee shall install silt fencing around all delineated wetlands during construction, particularly where sedimentation due to construction is likely to occur.
16. The permittee shall locate and survey all delineated wetland areas.
17. The permittee shall follow the Minnesota DNR's recommendations for avoiding and minimizing impacts to Blanding's turtle.

18. The project shall include abatement measures (e.g. coniferous vegetation, fencing, enclosure, or other insulating treatments) to direct noise generated by the solar energy system invertors away from existing residential structures located on adjacent properties.
19. Interconnection equipment shall be mounted at grade level whenever possible.
20. The permittee shall work with Xcel Energy to limit the use and quantity of above-ground utility poles to the fullest extent possible.
21. The Interim Use Permit shall be valid for up to 35 years from the date of County Board approval or earlier in the permit term if the solar project as determined by County Staff is deemed satisfactorily decommissioned.

Violations of the conditions contained herein shall be cause for the revocation of the Interim Use Permit upon action of the County Board

11 On motion by Greene, seconded by Montzka, the Board moved to approve the 2022/26 Agreement between Chisago County and Isanti County for Household Hazardous Waste Collection. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

12 On motion by Robinson, seconded by Greene, the Board moved to approve the 2022-23 Professional Technical Services Contract with the Chisago Soil and Water Conservation District. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

13 On motion by Robinson, seconded by Greene, the Board moved to approve the agreement between Washington Conservation District and Chisago County, on behalf of the Chisago Lakes Lake Improvement District, for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

14 On motion by Robinson, seconded by Greene, the Board moved to approve the 2022 General Engineering and Administrative Services Agreement between Chisago County and Emmons & Olivier Resources, Inc. along with Carp Management and Aquatic Plant Point Intercept Surveys for the Chisago Lakes Lake Improvement District pending County Attorney review as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

15 On motion by Greene, seconded by Montzka, the Board moved to accept the November 17th Budget and Finance Report, authorize the use of fund balance as an advance on the 2022 CPA funds for the loader for Public Works, transfer funds and close out the Jail Capital Projects fund, proceed with Honeywell as the Energy Savings Performance Contractor, approve proceeding with the Scanning Vault Document project

with Mid-America Conversion, not to exceed \$37,000, direct the County Administrator to seek an IT Assessment, and forward the 2022 Budget and Levy to the December 1st Chisago County Board of Commissioners. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

16 County Attorney Reiter and County Administrator Burnham discussed the current Opioid Settlement and provided an update as to where Chisago County currently stands. ***No action taken.***

17 On motion by Montzka, seconded by Dunne, the Board moved to approve the Contract between Chisago County Health and Human Services and University of Wisconsin for the provision of clinical experiences for students in nursing. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

18 On motion by Montzka, seconded by Greene, the Board moved to approve the Children's Mental Health Screening Grant 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

19 On motion by Greene, seconded by Dunne, the Board moved to approve the Children and Youth with Special Needs Grant 2022-2026. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

20 On motion by Montzka, seconded by Dunne, the Board moved to approve the TriMin System Service Agreement for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

21 On motion by Greene, seconded by Dunne, the Board moved to approve the SHIP Grant Agreement – Chisago Age Well Coalition. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

22 On motion by Montzka, seconded by Robinson, the Board moved to approve the purchase of the attached SSR Bison 200P UTV from East Central Sports for the Chisago County Sheriff's Office Reserve Unit. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

23 On motion by Montzka, seconded by Dunne, the Board moved to approve the purchase of the attached 2022 Skidoo MXZ850 from Olson Power and Equipment, INC. for the Chisago County Sheriff's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

24 On motion by Greene, seconded by Dunne, the Board moved to approve the 2022-23 Professional Technical Services Contract with the Chisago Soil and Water Conservation District. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

25 On motion by Greene, seconded by Dunne, the Board moved to approve the 2022 Labor Contracts with the County's Teamster Bargaining Units as negotiated for the term of one year commencing on January 1, 2021 and expiring on December 31, 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 7:46 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

Meeting Date: December 1, 2021	Item Number: 9
Title of Item for Consideration: Conduct Truth-in-Taxation (TNT) Hearing and Consider Approval of <i>Final</i> 2022 Levy & Annual Budget	
Action Requested by: Minnesota State Statute/ Administrator	Department: County Administration
Previous Action on this Matter: • 2022 Budget Preparation Discussions • 2022 Budget & Finance Subcommittee Meetings • September 1st, 2021 Adoption of <i>Preliminary</i> 2022 Levy & Annual Budget	
Background: Board action is respectfully requested to hold the required Truth-in-Taxation (TNT) Public Hearing and approve, if ready, the <i>Final</i> 2022 Levy & Annual Budget. It is recommended that the County Board: 1) Open the Public Meeting at 7:00 PM to first hear the staff report by County Auditor-Treasurer Konrad and County Administrator Burnham and then receive public comment; 2) If so desired, offer for citizens and property owners to meet with County Assessor and/or Auditor-Treasurer staff following the TNT Hearing (either in the cafeteria or upstairs at the service windows) to further look into specific tax/assessment situations and questions; 3) Close the Public Meeting and, if ready, discuss and take action on the proposed 2022 Levy and Budget as part of tonight's formal Agenda. Board convening of a TNT Hearing is required under Minnesota Statute 275.065, as is action to approve a <i>Final</i> 2022 Levy & Annual Budget by December 29th, 2021. Attached for Board consideration is the summary of the draft <i>Final</i> 2022 Levy & Annual Budget, with a copy of the detailed draft <i>Final</i> 2022 Levy & Annual Budget to be handed out at tonight's meeting. [For Board information, and with the exceptions noted below, neither the summary nor detailed 2021 Budget has significantly changed since it was updated following the September 1st, 2021 Meeting]. This draft <i>Final</i> 2022 Levy & Annual Budget reflects the formal <i>Preliminary</i> 2022 Levy & Annual Budget adopted by the Board at its September 1st, 2021 Meeting and subsequent adjustments incorporated into the draft by the County Auditor and Administrator. Of note: • Adjustments made are reflected in the Contingency Fund and mirror the <i>Preliminary</i> Budget's 5.75% levy increase required to balance the budget, as per Board direction. The <i>Final</i> 2022 Levy and Annual Budget reflects the work over the past seven months of the County Board, the County Auditor - Treasurer, Administrator, Department Directors, and staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note: • Changes in 2022 employee compensation and benefits represent a significant increase in the employer health care contribution. It also includes a 2.5% COLA on January 1st and	

another 1.25% increase on July 1st.

- Additionally, the County has proposed budgeting for cost increases in non-personnel categories: reflecting increases in fuel, supplies and other consumables.
- Proposed 2022 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2022 Capital budget (CIP/CPA) reflects little change from 2020.

The *Preliminary* 2022 Levy and Annual Budget does include minor adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2022 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2022 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Societies to reflect programmatic and inflationary increases.

Attachment(s):

- *Draft Final* 2022 Levy & Annual Budget Summary
- *Draft* Resolution Adopting the 2022 Levy and Annual Budget
- TNT Presentation (to be distributed separately)

Action Requested/Recommended: It is respectfully recommended that the County Board convene the required Truth-in-Taxation (TNT) Hearing at 7:00 PM on Wednesday, December 1st, 2021 and ask County staff to facilitate a short presentation prior to public comment.

Following conclusion of the staff presentation and public comment received via the TNT Hearing, Board review the draft *Final* 2022 Levy & Annual Budget (summary) is recommended, with approval of such at the Board's discretion, as presented or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to Approve by Board Resolution the Chisago County 2022 Final Levy & Annual Budget, as presented [or "as modified"] at tonight's meeting; to include:"

A 2022 County Levy of \$44,476,078

A 2022 County Expenditure of \$78,420,261

Implications of Action: Affirmative Board action following the December 1st TNT Public Hearing would allow the County to approve and implement its 2022 Levy & Annual Budget.

Budget/Financial Implications: Based upon the direction of the County Board, the draft *Final* 2022 Levy & Annual Budget implements the *Preliminary* 2022 Levy & Annual Budget, as adopted by the Board on September 1st, 2021. This includes the following key points:

- A total Levy of \$44,476,078, a 5.75% increase from its 2021's levy amount.
- A significantly increased benefits package for County employees, which includes increased health care contributions and a 2.5% cost-of-living-increases for all County employees on January 1st and another 1.25% cost-of-living-increase on July 1st;
- Continued investment in infrastructure and capital improvement projects, especially in the areas of Public Safety, Management Information Systems and core Government Center facility systems; and

Should the County Board wish to consider further reducing the *Final* 2022 Levy & Annual Budget beyond that approved in September, the following areas are identified for potential consideration:

- County Partners – The *Preliminary* 2022 Levy & Annual Budget includes discretionary funding, which could be lowered at the Board's direction, for the following key Partners:
 - Historical Society (\$30,210)
 - Ag Society (\$16,000, same as 2021)
 - U of MN Extension (\$133,500, same as 2020 and 2021)
 - Soil and Water Conservation District (\$718,700)
 - East Central Regional Library (\$701,000, a 90% minimum maintenance effort of \$630,900 is required under State law)
- Specific Targeted Reductions – The County Board may elect to further reduce specific funding for departments, programs, project, activities or expenditures, subject to any identified legal or contractual obligations, mandates and/or restrictions.
- Other – The County Board may also elect to delay action at tonight's meeting and schedule this item for the County Board's December 15th, 2021 meeting to allow for further discussion and/or preparation of information and material for Board consideration regarding adoption of the *Final* 2022 Levy & Annual Budget.

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority, policies and past practices.

Administrator's Recommendation

Approve <u>CLB</u>	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

PRELIMINARY LEVY CALCULATION - 2022 BUDGET

Revised 8/26/2021

	2022 Non-Salary Expenditures	2022 Non-Levy Revenues	2021 Non-Salary Expenditures	2021 Non-Levy Revenues	Expenditure Inc/(Dec)	Revenue Inc/(Dec)
Assessor	56,476	-	54,376	-	2,100	-
Auditor-Treasurer	38,150	49,200	44,515	49,200	(6,365)	-
Auditor	70,000	-	70,000	-	-	-
Elections	128,500	12,000	97,390	12,000	31,110	-
Other Gen Govt	1,200,350	1,697,500	1,182,000	2,050,366	18,350	(352,866)
Non-Co Income/Expense	4,700	-	7,000	-	(2,300)	-
Public Safety Bldg	398,360	-	379,302	-	19,058	-
E911	137,000	137,000	137,000	137,000	-	-
Economic Dev	82,000	-	195,180	-	(113,180)	-
Self Ins	300,000	300,000	300,000	300,000	-	-
Debt - Road	2,162,979	38,000	2,177,891	45,000	(14,912)	(7,000)
Debt HHS	276,854	-	277,712	-	(858)	-
Debt Lib	493,238	-	485,153	-	8,085	-
Debt Jail	1,047,729	628,925	1,041,219	628,925	6,510	-
Debt Bus Park	267,862	200,000	268,439	200,000	(577)	-
Debt 800 Mghz	670,520	-	668,078	-	2,442	-
Property Tax - All Funds	-	400,000	-	395,000	-	5,000
AT TOTAL	7,278,242	3,462,625	7,330,879	3,817,491	(52,637)	(354,866)
Board of Commissioners	150,750	-	172,750	-	(22,000)	-
Law Library	30,500	40,000	30,500	40,000	-	-
County Administrator	38,050	7,500	38,450	7,500	(400)	-
Central Services	114,750	12,600	104,750	12,600	10,000	-
Contingency	-	-	-	-	-	-
Historical Society	30,210	-	28,500	-	1,710	-
Library	701,000	-	657,540	-	43,460	-
Agricultural Society	16,000	-	16,000	-	-	-
County Extension	133,500	-	133,500	-	-	-
Soil & Water	718,700	618,700	651,400	566,400	67,300	52,300
Heartland Express	-	-	115,000	-	(115,000)	-
Building Fund - Gen Gov	-	-	-	-	-	-
Capital Equipment	2,531,752	2,531,752	2,531,752	2,531,752	-	-
COUNTY ADMIN TOTAL	4,465,212	3,210,552	4,480,142	3,158,252	(14,930)	52,300
County Attorney	66,600	113,800	69,100	123,800	(2,500)	(10,000)
Co Attorney Forfeiture	-	-	-	-	-	-
CO ATTORNEY TOTAL	66,600	113,800	69,100	123,800	(2,500)	(10,000)
Data Processing	3,794,069	347,568	3,471,424	370,229	322,645	(22,661)
Maintenance	531,520	-	443,020	-	88,500	-
ENTERPRISE SVC TOTAL	4,325,589	347,568	3,914,444	370,229	411,145	(22,661)
District Court	216,500	76,000	216,500	76,000	-	-
Planning & Zoning	278,200	926,043	239,500	921,043	38,700	5,000
Parks	112,150	30,000	102,750	30,000	9,400	-
Water Quality	73,500	32,743	65,100	31,743	8,400	1,000
Wetland Grant	5,000	27,700	5,000	27,700	-	-
Watercraft Inspection	83,999	173,000	84,499	253,837	(500)	(80,837)
Score Grant	250,250	298,760	249,500	303,000	750	(4,240)
HHW Operations	407,610	534,840	520,625	549,756	(113,015)	(14,916)
Park Acquisition & Improvement	1,396,802	1,187,282	401,580	300,570	995,222	886,712
Lake Improvement Dist	308,100	7,500	181,500	7,500	126,600	-
ENVIRONMENTAL SVC TOTAL	2,915,611	3,217,868	1,850,054	2,425,149	1,065,557	792,719
Veterans Svc	32,298	17,500	34,398	19,000	(2,100)	(1,500)
Income Maintenance	788,892	2,267,156	764,658	2,255,900	24,234	11,256
Social Services	4,162,278	4,880,071	4,131,933	4,768,043	30,445	112,028
Collaboratives	-	-	-	-	-	-
Public Health	281,002	1,096,886	316,247	1,075,231	(35,245)	21,655
HHS TOTAL	5,264,470	8,261,613	5,247,136	8,118,174	17,334	143,439
Probation	37,740	354,000	37,740	353,000	-	1,000
Electronic Monitoring	22,000	22,000	22,000	22,000	-	-
Caseload Reduction Grant	-	64,797	-	64,797	-	-
PROBATION TOTAL	59,740	440,797	59,740	439,797	-	1,000
Recorder	16,950	285,000	11,450	253,306	5,500	31,694
Recorder Tech/Compliance	1,500	315,000	29,175	236,775	(27,675)	78,225
RECORDER TOTAL	18,450	600,000	40,625	490,081	(22,175)	109,919
Surveyor	14,050	15,000	14,650	14,500	(600)	500
Hwy Administration	99,200	20,000	112,750	22,616	(13,550)	(2,616)
Hwy Engineering	584,450	1,000	644,450	1,000	(60,000)	-
Hwy Construction	11,350,000	8,825,000	8,600,000	6,275,000	2,750,000	2,550,000
Hwy Maintenance	2,975,800	3,210,000	2,782,000	3,058,000	193,800	152,000
Equip Maintenance/Shop	814,700	10,000	784,950	5,000	29,750	5,000
Traffic Operations	323,000	-	318,000	-	5,000	-
ROAD & BRIDGE TOTAL	16,161,200	12,081,000	13,256,800	9,376,116	2,904,400	2,704,884
Sheriff	893,850	1,950,460	773,350	1,784,460	120,500	166,000
Driver Awareness	-	-	-	-	-	-
Sheriff Forfeitures	-	-	-	-	-	-
Boat & Water	11,000	32,400	5,000	27,400	5,000	5,000
Sheriff's Reserve	-	-	-	-	-	-

Snowmobile Safety	-	-	-	-	-	-
Gun Permits	-	-	-	-	-	-
Project Lifesaver	-	-	-	-	-	-
Coroner	136,869	-	136,869	-	-	-
County Jail	773,926	123,500	774,326	126,500	(400)	(3,000)
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	76,352	-	71,310	-	5,042	-
Emergency Management	26,500	33,500	61,500	80,500	(35,000)	(47,000)
TOTAL SHERIFF	1,918,497	2,139,860	1,823,355	2,018,860	95,142	121,000

Total Non-Salary Exp/Non-Levy Rev	42,746,587	33,951,683	38,343,151	30,413,949
Salary & Benefits	36,040,875		34,420,459	
	78,787,462	33,951,683	72,763,610	30,413,949

LID				
Non-Salary Exp/Non-Levy Rev	308,100	7,500		
Fund Balance		50,047	* Includes use of \$51,135 of fund	
Salary & Benefits	59,101		balance	
	367,201	57,547		
Levy		\$309,654		\$291,904.00
		Increase		Increase
		\$17,750.00		\$32,500.00
		6.08%		12.5%

Excluding LID				
Non-Salary Exp/Non-Levy Rev	42,438,487	33,944,183		
Salary & Benefits	35,981,774			
	78,420,261	33,944,183		
Levy - Excluding LID		\$44,476,078		\$42,057,757
		Increase		Increase
		\$2,418,321.00		\$2,720,608.00
		5.75%		6.9%



Chisago County

2022 Capital Improvement Plan

County Program Aid (CPA) is revenue aid given to county governments from the State of Minnesota. CPA is intended to reduce property taxes for individual taxpayers. This revenue source is often reduced through legislative action due to statewide budget issues; therefore final amounts may change based on decisions made during the annual legislative sessions. Chisago County uses its CPA funding allocation to fund yearly CIP projects due to CIP projects being 'one-time' purchases/expenditures and the debt service for the Chisago County Jail/LEC.

In 2022, Chisago County will receive \$3,135,682 CPA funds from the State of Minnesota. The County received \$3,160,677 CPA funds in 2021, \$24,995 more than projected for 2022.

Since the Chisago County Jail/LEC was built, the County has allocated \$628,925 of annual CPA funds to the debt service of the Jail/LEC leaving \$2,506,757 for the 2022 CIP requests.

Of the original 2022 CPA and General Fund requests in the draft Capital Improvement Plan, \$ 3,204,126 in requests have been identified as being potentially eligible for 'American Relief Plan' (ARP) funds. ARP funds are restricted to only eligible uses as they are federal funds. Unlike, CPA funds, ARP funds require a different analysis as to whether the County can use the funds for specific CIP projects/requests.

The 2022 CIP must be reviewed and approved by the County Board with the Annual Operating Budget. The Board will review proposed projects and may add, defer or remove projects based on priority decisions or as the County needs change.

The County's management team, along with its respective staff, worked diligently to produce a document stating the needs of the county.

At the August 10th, 2021 Budget and Finance Committee recommended approval of the following proposed expenditures, as recommended by the County Administrator:

2022 Remaining CPA Funds	\$2,506,757.00
2021 Remaining CPA Funds	\$ 195,063.11
MONEY AVAILABLE FOR CIP	<u>\$2,701,820.11</u>

Project #	Project Name	Cost
Administration		
ADM-0197	Courts and Judge's Chambers - Indoor Air Quality Assessment	\$5,000.00
ADM-0198	Creation of Stand-alone Veterans Services Office and Remodel	\$10,000.00
Auditor-Treasurer		
AUD-0008	Backup Election Equipment	\$10,000.00
AUD-0137	Election Equipment Replacement Fund	\$59,000.00
AUD-0138	Electronic Pollbook Replacement	\$21,000.00
AUD-0139	Election Results - Storage Media	\$4,500.00

AUD-0140	Verity Print	\$5,300.00
CCSO		
CCSO-0141	Sheriff's Office's Patrol Vehicle Replacements	\$286,200.00
CCSO-0142	Patrol Rifle Replacement (30)	\$41,908.00
CCSO-0181	Speed Radar Trailer	\$12,323.00
Environmental Services-Parks		
ENVS-0064	Sunrise Prairie Trail Subgrade	\$20,000.00
ENVS-0105	Swedish Immigrant Trail Erosion Control Measures	\$25,000.00
ENVS-0106	Kost Park ADA Ramp Repairs	\$6,000.00
ENVS-0107	Checkerboard Park Restroom Removal/Replace	\$60,000.00
ENVS-0108	Security Lighting & Electrical Services	\$35,000.00
ENVS-0109	ADA Pathway Compliance Improvements	\$15,000.00
ENVS-0110	Woodchipper Acquisition	\$35,000.00
ENVS-0111	Fish Lake Park Plan/Design Services	\$18,000.00
ENVS-0112	Covered Dugouts & Fencing Ki-Chi-Saga Park	\$60,000.00
ENVS-0113	Mower Trailer Acquisition	\$15,000.00
Enterprise Services		
ENTS-0178	Remodel Public Area of DES Office for Open, Walk Up Customer Service	\$14,000.00
ENTS-0184	Public Safety Building Camera(s)	\$49,600.00
ENTS-0185	Fence Around Generator at PSC	\$12,000.00
ENTS-0188	Exterior Door Badge Access at PSC	\$5,500.00
ENTS-0189	PSC Parking Area Gate/Fence	\$50,000.00
ENTS-0220	Panic Buttons for Co Attorney Area	\$6,000.00
Public Works		
PWKS-0073	Tandem Snowplow Truck – October 12 th Bid Change - \$269,504.00	\$260,000.00
PWKS-0075	Vactron – October 12 th Bid Change - \$135,683.64	\$136,000.00
PWKS-0081	Sign Truck	\$220,000.00
PWKS-0084	Water Tank Inserts – October 12 th Bid Change - \$58,690.00	\$45,000.00
PWKS-0085	Skid steer – October 12 th Bid Change - \$73,260.00	\$75,000.00
PWKS-0091	Arm Mower	\$154,000.00
PWKS-0134	Fecon Head – October 12 th Bid Change - \$40,991.00	\$35,000.00
PWKS-0143	938 Aggregate Hauler Loader	\$122,460.00
PWKS-0165	Lowboy Trailer – October 12 th Bid Change - \$38,118.04	\$40,000.00
PWKS-0166	Skid steer Trailer – October 12 th Bid Change - \$19,776.20	\$15,000.00
PWKS-0168	1-ton Work Truck	\$60,000.00
PWKS-0206	1-ton Tipper Truck – October 12 th Bid Change - \$76,563.00	\$70,000.00
	B/F Aug. 10th Recommendations	\$2,113,791.00
	B/F October 12 th Recommendations	\$2,150,376.80

Remaining 2022 CPA AVAILABLE

\$551,443.30

There is currently \$551,443.30 of 2022 CPA funds unallocated for expenditure. Below are the remaining items recommended for funding in 2022:

Project #	Project Name	Cost
Enterprise Services	SMALL EQUIPMENT	
ENTS-0009	APC UPS Batteries for Jail	\$ 20,650.00
ENTS-0011	Replacement projectors	\$ 1,700.00
ENTS-0012	Replacement Printer for HR	\$ 850.00
ENTS-0013	Replacement Zebra Printer for County Administration	\$ 1,200.00
ENTS-0014	Replacement printer for Assessors	\$ 850.00
ENTS-0015	Replacement high volume scanner for County Attorney	\$ 985.00
ENTS-0016	Replacement projectors for County Attorney	\$ 1,700.00
ENTS-0017	Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO Admin	\$ 4,600.00
ENTS-0018	Replacement PC for Sheriff's Office - Jail	\$ 1,065.00
ENTS-0019	Replacement Laptop for Sheriff's Office - Jail Administration	\$ 1,235.00
ENTS-0020	Replace 3 PC's for County Attorney	\$ 2,550.00
ENTS-0021	Replace high volume scanner for Auditor Department	\$ 985.00
ENTS-0022	Replace scanner for Probation Department	\$ 550.00
ENTS-0024	Replace 2 PC's in 911 Center	\$ 1,950.00
ENTS-0025	Replacement PC for Public Works	\$ 850.00
ENTS-0026	Replacement of 20 MDC's/Laptops for Sheriff's Office	\$ 50,000.00
ENTS-0027	Replacement scanner for Public Works	\$ 985.00
ENTS-0029	Replacement projector for Public Works	\$ 850.00
ENTS-0030	Replace 12 high volume scanners for HHS	\$ 11,820.00
ENTS-0032	3 replacement projectors for HHS	\$ 2,550.00
ENTS-0033	Replacement of 3 projectors in Sheriff's Office	\$ 2,700.00
ENTS-0034	Replace 11 PC's for HHS	\$ 9,350.00
ENTS-0035	Replacement copy / printer for HHS	\$ 800.00
ENTS-0036	Replacement Printer for HHS	\$ 750.00
ENTS-0037	Replace 12 PC's for Sheriff's Office	\$ 12,000.00
ENTS-0038	Replacement networked printer for HHS	\$ 750.00
ENTS-0039	Replacement of 2 Laptops in Sheriff's Office	\$ 2,470.00
ENTS-0040	Replacement networked printer for HHS	\$ 300.00
ENTS-0041	Replacement high volume scanner for Sheriff's Office	\$ 985.00
ENTS-0042	Replacement networked printer for HHS	\$ 600.00
ENTS-0043	Replace Scanner for Zoning	\$ 3,100.00
ENTS-0044	Replace Projector for Zoning	\$ 850.00
ENTS-0045	Replace Printer for Zoning	\$ 850.00
ENTS-0046	Replace 3 Laptops in Enterprise Services	\$ 3,935.00
ENTS-0047	Replace 2 PC's in Enterprise Services	\$ 2,000.00
ENTS-0049	Replacement Printer for Enterprise Services	\$ 750.00
ENTS-0050	Replace Troy Secure Printer for Records Office	\$ 4,000.00
ENTS-0051	Replace scanner for Records office	\$ 985.00
ENTS-0052	Replace printer for Records office	\$ 1,200.00

TOTAL SMALL EQUIPMENT

\$ 156,300.00

If Budget and Finance Committee recommended funding the recommended 'Small Equipment' expenditures with the 2022 CPA allocation, the County would have \$395,143.30 remaining to fund other Capital purchases.

Below are the 'High Priority' items recommended for funding by the Director of Enterprise Services:

Project #	Project Name	Cost
Enterprise Services		
ENTS-0068	Add screening for chiller at PSC	\$ 5,000.00
ENTS-0070	PSC kitchen vent hood improvements	\$ 25,000.00
ENTS-0082	ARMER test equipment – Deferred at October 12th B/F	\$ 25,000.00
ENTS-0083	Relocate the Wyoming emergency paging tower to new water tower	\$ 100,000.00
ENTS-0093	Upgrade Backup Exec Tape Library – Deferred at October 12th B/F	\$ 75,000.00
ENTS-0095	Upgrade of Keysecure data encryption equipment	\$ 90,000.00
	TOTAL 'HIGH PRIORITY' EQUIPMENT	\$ 220,000.00

If the Budget and Finance Committee recommends funding the 'High Priority' expenditures with the 2022 CPA allocation, the County would have \$175,143.30 remaining to fund other Capital requests/purchases.

All project below were deferred without funding for 2022 at October 12th B/F:

Project #	Project Name	Cost
ENTS-0179	Social Media and Texting Archive Solution	\$ 7,200.00
ENTS-0219	Better Hallway Signage on 3rd floor	\$ 1,000.00
ENTS-0222	Changes to 3rd floor • Victim Witness waiting area that would allow for victim-witness confidentiality and comfort while awaiting testimony	\$ 20,000.00
CRTS-0201	Court Area Update	\$ 100,000.00
NEW	Probation - Forms and Encryption Software	\$ 8,500.00
	TOTAL of OTHER REQUESTS	\$ 136,500.00

The Budget and Finance Committee could also to choose to use any remaining 2022 CPA allocation for a 'Building Maintenance and Repair' fund, like a contingency fund, except used only for building improvement and building maintenance projects (one-time expenditures), which are needed throughout 2022. Each would be subject to the County's Purchasing Policy.

Remaining 2022 CIP = \$175,143.30

**Chisago County
Board of Commissioners**

**ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2022**

**RESOLUTION NO. 21/1201-XX
ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2022**

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 1st, 2021 at 7:00 p.m. and closed at 7:00 p.m.; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Chisago County Board of Commissioners must certify to the County Auditor the proposed tax levy for taxes; and

WHEREAS, pursuant to Minn. Stat. Sec. 275.07, the Chisago County Board of Commissioners must certify its levy on or before five working days after December 20, 2021; and; and

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2022 of \$44,476,078 a 5.75% increase over the 2021 levy, with overall 2022 expenditures of \$78,420,261;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2021 Annual Budget.

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Chisago County Request for Board Action

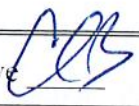
Meeting Date: December 1, 2021	Item Number: 10
Title of Item for Consideration: Appointment of County Assessor	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Pursuant to Minn. Stat. 273.061 Subd. 2, the County Board of Commissioners must appoint the County Assessor every 4 years, or take action pursuant to statute to replace the current County Assessor (or change the County's overall assessment structure). On October 21st, 2020, John E. Keefe was reappointed Chisago County Assessor by the Chisago County Board of Commissioners by Resolution, the reappointment running January 1st, 2021 through December 31st, 2024 with the Minnesota Department of Revenue. Background: Mr. John Keefe, Chisago County's former Assessor, announced his retirement, effective November 1st, 2021. The Chisago County Personnel Committee interviewed 2 candidates to become the full-time County Assessor. After much discussion over 2 days amongst the Personnel Hiring Committee, Mr. Daryl Moeller, was chosen as the candidate to be the new Chisago County Assessor. According to MN Statute 273.061, the County Assessor shall be appointed by the Board of County Commissioners for the remainder of the term and then for a term of 4 years (if the Board chooses). The term of the County Assessor may be terminated by the Board of County Commissioners at any time, on charges of malfeasance, misfeasance, or nonfeasance by the MN Commissioner of Revenue. The assessor is selected and appointed because of their knowledge and training in the field of property taxation, and appointment shall be approved by the MN Commissioner of Revenue before the assessor's appointment becomes effective. Attachments: • MN Statute 273.061 • Oath of Office Action Requested/Recommended: It is respectfully requested that the Chisago County Board move to appoint Mr. Daryl Moeller as the Chisago County Assessor for the remainder of John Keefe's term, through December 31st, 2024. The recommended Board Action is as follows: <i>"Move to appoint Mr. Daryl Moeller the Chisago County Assessor through December 31st, 2024."</i>	

Implications of Action: County Board consideration and action at tonight's meeting will appoint Mr. Daryl Moeller as the new Chisago County Assessor.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

273.061 ESTABLISHMENT OF OFFICE FOR EACH COUNTY.

Subdivision 1. Office created; appointment, qualifications. Every county in this state shall have a county assessor. The county assessor shall be appointed by the board of county commissioners. The assessor shall be selected and appointed because of knowledge and training in the field of property taxation and appointment shall be approved by the commissioner of revenue before the same shall become effective. Upon receipt by the county commissioners of the commissioner of revenue's refusal to approve an appointment, the term of the appointee shall terminate at the end of that day.

The commissioner of revenue may grant approval on a probationary basis for a period of two years. The commissioner must base the decision to impose a probationary period on objective and consistent criteria. At the end of the two-year probationary period, the commissioner may either refuse to approve the person's appointment for the remainder of the person's four-year term, approve the person's appointment but only for another two-year probationary period, or unconditionally approve the person's appointment for the remainder of the four-year term for which the person was originally appointed by the county board. The criteria shall not be considered rules and are not subject to the Administrative Procedure Act.

Notwithstanding any law to the contrary, a county assessor must have senior accreditation from the state Board of Assessors by January 1, 1992, or within two years of the assessor's first appointment under this section, whichever is later.

Subd. 1a. Compatible offices. A person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if those offices are appointive, provided that the person in the combined appointed office must not serve on the county board of appeal and equalization under section 274.13. In a county in which the functions of the county assessor are combined with those of the county auditor or county auditor-treasurer, the county board may not delegate any authority, power, or responsibility under section 375.192, subdivision 4.

Subd. 1b. Compatible offices in counties changing to appointed auditor. In a county in which the office of auditor, treasurer, or auditor-treasurer is an elective position, a person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if a proposal to make the affected office appointive has been approved as required by other law and will be effective within five years.

Subd. 1c. Incompatible offices. The person appointed as the county assessor must not also be the county attorney, a county board member, an elected county auditor, an elected county treasurer, an elected county auditor-treasurer, a town board supervisor for a town in the same county, or a city mayor or council member for a city in the same county. The person appointed as the city assessor must not also be a city council member or mayor for the same city. A person appointed as the town assessor must not also be a town board supervisor for the same town. Except as provided in subdivision 1b, an assessor who accepts a position that is incompatible with the office of assessor is deemed to have resigned from the assessor position.

Subd. 2. Term; vacancy. (a) The terms of county assessors appointed under this section shall be four years. A new term shall begin on January 1 of every fourth year after 1973. When any vacancy in the office occurs, the board of county commissioners, within 90 days thereafter, shall fill the same by appointment for the remainder of the term, following the procedure prescribed in subdivision 1. The term of the county assessor may be terminated by the board of county commissioners at any time, on charges of malfeasance, misfeasance, or nonfeasance by the commissioner of revenue. If the board of county commissioners does not intend to reappoint a county assessor who has been certified by the state Board of Assessors, the board shall present written notice to the county assessor not later than 90 days prior to the termination of the

assessor's term, that it does not intend to reappoint the assessor. If written notice is not timely made, the county assessor will automatically be reappointed by the board of county commissioners.

(b) In the event of a vacancy in the office of county assessor, through death, resignation or other reasons, the deputy (or chief deputy, if more than one) shall perform the functions of the office. If there is no deputy, the county auditor shall designate a person to perform the duties of the office until an appointment is made as provided in clause (a). Such person shall perform the duties of the office for a period not exceeding 90 days during which the county board must appoint a county assessor. Such 90-day period may, however, be extended by written approval of the commissioner of revenue.

(c) In the case of the first appointment under paragraph (a) of a county assessor who is accredited but who does not have senior accreditation, an approval of the appointment by the commissioner shall be provisional, provided that a county assessor appointed to a provisional term under this paragraph must reapply to the commissioner at the end of the provisional term. A provisional term may not exceed two years. The commissioner shall not approve the appointment for the remainder of the four-year term unless the assessor has obtained senior accreditation.

Subd. 3. Oath. Every county assessor, before entering upon duties, shall take and subscribe the oath required of public officials.

Subd. 4. Assistants. With the approval of the board of county commissioners, the county assessor may employ one or more assistants and sufficient clerical help to perform the duties of the assessor's office.

Subd. 5. Offices; supplies. The board of county commissioners shall provide suitable office space and equipment at the county seat for the county assessor, assistants and clerical help, and shall furnish such books, maps, stationery, postage and supplies as may be necessary for the discharge of the duties of the office.

Subd. 6. Salaries; expenses. The salaries of the county assessor and assistants and clerical help, shall be fixed by the board of county commissioners and shall be payable out of the general revenue fund of the county.

In addition to their salaries, the county assessor and assistants shall be allowed their expenses for reasonable and necessary travel in the performance of their duties, including necessary travel, lodging and meal expense incurred by them while attending meetings of instructions or official hearings called by the commissioner of revenue. These expenses shall be payable out of the general revenue fund of the county, and shall be allowed on the same basis as such expenses are allowed to other county officers.

Subd. 7. Division of duties between local and county assessor. The duty of the duly appointed local assessor shall be to view and appraise the value of all property as provided by law, but all the book work shall be done by the county assessor, or the assessor's assistants, and the value of all property subject to assessment and taxation shall be determined by the county assessor, except as otherwise hereinafter provided. If directed by the county assessor, the local assessor must perform the duties enumerated in subdivision 8, clause (16), and must enter construction and valuation data into the records in the manner prescribed by the county assessor.

Subd. 8. Powers and duties. The county assessor shall have the following powers and duties:

(1) To call upon and confer with the township and city assessors in the county, and advise and give them the necessary instructions and directions as to their duties under the laws of this state, to the end that a uniform assessment of all real property in the county will be attained.

(2) To assist and instruct the local assessors in the preparation and proper use of land maps and record cards, in the property classification of real and personal property, and in the determination of proper standards of value.

(3) To keep the local assessors in the county advised of all changes in assessment laws and all instructions which the assessor receives from the commissioner of revenue relating to their duties.

(4) To have authority to require the attendance of groups of local assessors at sectional meetings called by the assessor for the purpose of giving them further assistance and instruction as to their duties.

(5) To immediately commence the preparation of a large scale topographical land map of the county, in such form as may be prescribed by the commissioner of revenue, showing thereon the location of all railroads, highways and roads, bridges, rivers and lakes, swamp areas, wooded tracts, stony ridges and other features which might affect the value of the land. Appropriate symbols shall be used to indicate the best, the fair, and the poor land of the county. For use in connection with the topographical land map, the assessor shall prepare and keep available in the assessor's office tables showing fair average minimum and maximum market values per acre of cultivated, meadow, pasture, cutover, timber and waste lands of each township. The assessor shall keep the map and tables available in the office for the guidance of town assessors, boards of review, and the county board of equalization.

(6) To also prepare and keep available in the office for the guidance of town assessors, boards of review and the county board of equalization, a land valuation map of the county, in such form as may be prescribed by the commissioner of revenue. This map, which shall include the bordering tier of townships of each county adjoining, shall show the average market value per acre, both with and without improvements, as finally equalized in the last assessment of real estate, of all land in each town or unorganized township which lies outside the corporate limits of cities.

(7) To regularly examine all conveyances of land outside the corporate limits of cities of the first and second class, filed with the county recorder of the county, and keep a file, by descriptions, of the considerations shown thereon. From the information obtained by comparing the considerations shown with the market values assessed, the assessor shall make recommendations to the county board of equalization of necessary changes in individual assessments or aggregate valuations.

(8) To become familiar with the values of the different items of personal property so as to be in a position when called upon to advise the boards of review and the county board of equalization concerning property, market values thereof.

(9) While the county board of equalization is in session, to give it every possible assistance to enable it to perform its duties. The assessor shall furnish the board with all necessary charts, tables, comparisons, and data which it requires in its deliberations, and shall make whatever investigations the board may desire.

(10) At the request of either the board of county commissioners or the commissioner of revenue, to investigate applications for reductions of valuation and abatements and settlements of taxes, examine the real or personal property involved, and submit written reports and recommendations with respect to the applications, in such form as may be prescribed by the board of county commissioners and commissioner of revenue.

(11) To make diligent search each year for real and personal property which has been omitted from assessment in the county, and report all such omissions to the county auditor.

(12) To regularly confer with county assessors in all adjacent counties about the assessment of property in order to uniformly assess and equalize the value of similar properties and classes of property located in

adjacent counties. The conference shall emphasize the assessment of agricultural and commercial and industrial property or other properties that may have an inadequate number of sales in a single county.

(13) To render such other services pertaining to the assessment of real and personal property in the county as are not inconsistent with the duties set forth in this section, and as may be required by the board of county commissioners or by the commissioner of revenue.

(14) To maintain a record, in conjunction with other county offices, of all transfers of property to assist in determining the proper classification of property, including but not limited to, transferring homestead property and name changes on homestead property.

(15) To determine if a homestead application is required due to the transfer of homestead property or an owner's name change on homestead property.

(16) To perform appraisals of property, review the original assessment and determine the accuracy of the original assessment, prepare an appraisal or appraisal report, and testify before any court or other body as an expert or otherwise on behalf of the assessor's jurisdiction with respect to properties in that jurisdiction.

Subd. 8a. Additional powers and duties of the commissioner of revenue, county assessors and local assessors. Notwithstanding any provision of law to the contrary, in order to promote a uniform assessment and review of assessments, the commissioner of revenue, county assessors and local assessors may exchange data on property which are classified under chapter 13 as public, nonpublic or private. The data for any property may include but is not limited to its sales, income, expenses, vacancies, rentable or usable areas, anticipated income and expenses, projected vacancies, lease information, and private multiple listing service data. Data exchanged under this provision that is classified as nonpublic or private data shall retain its classification.

Subd. 9. Additional general duties. Additional duties of the county assessor are as follows:

(1) to make all assessments, based upon the appraised values reported by the local assessors or assistants and the county assessor's own knowledge of the value of the property assessed;

(2) to personally view and determine the value of any property that because of its type or character may be difficult for the local assessor to appraise;

(3) to make all changes ordered by the local boards of review, relative to the net tax capacity of the property of any individual, firm or corporation after notice has been given and hearings held as provided by law;

(4) to enter all assessments in the assessment books, furnished by the county auditor, with each book and the tabular statements for each book in correct balance;

(5) to prepare all assessment cards, charts, maps and any other forms prescribed by the commissioner of revenue;

(6) to attend the meeting of the county board of equalization; to investigate and report on any assessment ordered by said board; to enter all changes made by said board in the assessment books and prepare information reported to the commissioner under section 270C.85, subdivision 2, clause (4); to enter all changes made by the State Board of Equalization in the assessment books; to deduct all exemptions authorized by law from each assessment and certify to the county auditor the taxable value of each parcel of land, as described and listed in the assessment books by the county auditor, and the taxable value of the personal property of each person, firm, or corporation assessed;

(7) to investigate and make recommendations relative to all applications for the abatement of taxes or applications for the reduction of the net tax capacity of any property; and

(8) to perform all other duties relating to the assessment of property for the purpose of taxation which may be required by the commissioner of revenue.

Subd. 10. Assessor in unorganized territory. In counties having unorganized territory divided into one or more assessment districts, the board of county commissioners may appoint the county assessor for all such districts. In such case the assessor shall receive no compensation for performing the duties of assessor. The assessor shall, however, be allowed expenses for reasonable and necessary travel in the performance of duties. Such expenses shall be payable out of the general revenue fund of the county.

Subd. 11. [Repealed, 1Sp1981 c 4 art 1 s 189]

History: *Ex1967 c 32 art 8 s 1; 1969 c 9 s 68,69; 1969 c 498 s 1; 1971 c 434 s 4,5; 1973 c 123 art 5 s 7; 1973 c 582 s 3; 1974 c 18 s 1; 1974 c 567 s 1; 1975 c 301 s 3; 1975 c 339 s 8; 1975 c 437 art 1 s 32; 1976 c 181 s 2; 1977 c 434 s 10; 1979 c 50 s 30; 1980 c 423 s 5; 1984 c 593 s 13; 1986 c 444; 1987 c 268 art 7 s 28-30; 1988 c 719 art 5 s 84; art 7 s 6,7; 1989 c 277 art 2 s 17,18; 1989 c 329 art 13 s 20; 1Sp1989 c 1 art 3 s 6; 1993 c 375 art 3 s 12; art 5 s 7; art 11 s 2; 1994 c 587 art 5 s 2; 1Sp2001 c 5 art 7 s 14,15; 2003 c 127 art 5 s 12-14; 2009 c 86 art 1 s 51; 2010 c 354 s 3,4; 2013 c 143 art 4 s 15; 2014 c 308 art 9 s 25; 1Sp2017 c 1 art 15 s 14; 1Sp2019 c 6 art 18 s 5*

COUNTY ASSESSOR OATH OF OFFICE

State of Minnesota

SS:

County of Chisago

I, **Daryl Moeller** do swear and affirm that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will be diligent, faithful, and impartial in the performance of the duties of the office of the County Assessor for the County of Chisago in the State of Minnesota, to the best of my judgment and ability in accordance with the law.

Signature

Subscribed and sworn to before me this 1st day of December 2021.

Bridgitte Konrad
Chisago County Auditor-Treasurer

Chisago County Request for Board Action

Meeting Date: December 1, 2021	Item Number: 11
Title of Item for Consideration: Lakes Center for Youth and Families Professional Service Agreement	
Action Requested by: Janet Reiter, County Attorney	Department: County Attorney's Office
Previous Action on this Matter: Yearly contract with Lakes Center for Youth and Families (formerly Lakes Area Youth Service Bureau)	
Background: County Attorney's Office is statutorily obligated pursuant to Minn. Stat. §388.24 to coordinate a juvenile pre-trial diversion program. Chisago County has had a long-standing relationship with Lakes Area Youth Service Bureau, now known as the Lakes Center for Youth and Families (LC4YF). LC4YF is a community-based non-profit organization, implementing evidenced-based interventions by providing youth with effective educational programs, offering group counseling, one-on-one therapy, and/or referrals for other services. In addition to the Pre-trial Diversion Program, LC4YF provides post-plea programming and interventions to youth and their families using an educational and restorative justice approach. Chisago County Probation works with LC4YF to identify programming that matches the needs of the individual juvenile offenders. This contract anticipates 25% funding from the Courts – controlled substance fine revenue, per Minn. Stat. §609.101 - earmarked for community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders. This identified use for those funds match the mission of LC4YF and is a non-levy source of funding. The remaining 75% of the funding is budgeted for in the County Attorney's 2022 budget. Attachments: Lakes Center for Youth and Families Professional Service Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board review and approve the professional services contract with Lakes Center for Youth and Families. The following motion is suggested: <i>"Move to approve the Contract with Lakes Center for Youth and Families to provide Pre-trial Diversion and Restorative Justice Programming for youth."</i>	
Implications of Action: Board approval of the propose policy is respectfully requested. Budget/Financial Implications: County Attorney 2021 budget (091-6817) reflects funding for restorative justice programming and additional funding is anticipated in a fund transfer from the County Attorney forfeiture account and the Court's controlled substance fine revenue. The County Attorney's Office does not have resources to provide these services with current staff and funding. This Contract is necessary to fulfill the statutory mandate. Legal/Policy Implications: The County Attorney's Office has approved the proposed contract. Board approval is in compliance with applicable state and federal regulations and local county policies and procedures.	

Administrator's Recommendation

Approve

CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

BY and BETWEEN
CHISAGO COUNTY AND LAKES CENTER FOR YOUTH AND FAMILIES

THIS CONTRACT, and amendments and supplements hereto, is by and between the County of Chisago, a body corporate and politic, located at 313 North Main Street, Center City, Minnesota for and on behalf of Chisago County Sheriff's Office, Chisago County Attorney's Office and Chisago County Court Services Department (together hereinafter, the County), and Lakes Center for Youth and Families, Inc., f/k/a Lakes Area Youth Service Bureau, a non-profit organization, and located at 20 Lake Street No., Suite 103, Forest Lake, Minnesota 55025, (hereinafter, "the Contractor") and together, collectively referred to as "the Parties," do hereby enter into this Contract.

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional services to fulfill obligations of the County, as required by law, and provide services related thereto, which may be inferred therefrom; and

WHEREAS, the County Attorney's Office is authorized to provide Pretrial Diversion Programming, pursuant to Minn. Stat. 388.24 and the Court Services Department is responsible for providing juvenile probation services at the direction of the courts, pursuant to Minn. Stat. 244.19, each tailored to address the individual needs of the juveniles; and

WHEREAS, the Contractor, a community-based non-profit organization, has employed qualified and experienced staff, developed evidenced-based interventions and, for decades has served youth by engaging them in healthy relationships, providing effective educational programs, offering group counseling and/or one-on-one therapy, and referrals for other need-based services; and

WHEREAS, the County desires to engage the Contractor and utilize the services and expertise of the professionals for pretrial diversion programming and juvenile probation services; 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, irrespective of the dates of the signatures set forth below, and shall remain in effect December 31, 2022, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:
 - A. Receive and process intake and referrals consistent with Juvenile Pre-Trial Diversion Program Policy and Procedures which are incorporated herein and provide updates to the County Attorney's Office on individual referrals regarding completion of the Diversion Program;
 - B. Provide tailored interventions and programming to juveniles aged 10 – 18 years when those juveniles have committed specific, qualified juvenile petty offenses in lieu of traditional court intervention; such interventions will be geared toward restorative justice and rehabilitation of the juvenile in the form of changed thinking, responsible behavior, and education regarding the dangers of risk-taking behavior.

- C. Provide referrals for counseling or treatment (including chemical health) when appropriate or indicated and not necessary.
- D. Provide community-based intervention strategies to reduce drug abuse and criminal behavior in juvenile offenders and promotes local drug abuse prevention efforts within the community through one-on-one, group sessions and educational outreach.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration. The CONTRACTOR is entitled to and shall receive from the County all funds budgeted for the services provided to youth referred to the CONTRACTOR. Payment to the CONTRACTOR pursuant to this contract shall be paid by the County as follows:

- 1. Compensation of FIFTEEN THOUSAND DOLLARS AND NO CENTS [\$15,000.00] for services rendered for services under the Duties II.A through II.C., above, during the term of this contract.
- 2. Compensation of FIVE THOUSAND DOLLARS AND NO CENTS [\$5,000.00] for services rendered for services under the Duties II.D, above, during the term of this contract.

- B. Terms of Payment.

Payment shall be made by County in two (2) installments, promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of 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. Payment for the first installment shall be made upon execution of this agreement; payment for the second installment shall be made upon invoice presented to the County.

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: Janet Reiter, Chisago County Attorney
Address: 313 North Main Street, Rm 373, Center City, MN 55012
Telephone: (651)213-8400
E-Mail: janet.reiter@chisagocounty.us
Fax: (651)213-8401

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

Name: Linda Madsen, Executive Director
Address: 20 North Lake Street, Suite 103 Forest Lake, MN 55025
Telephone: 651-464-3685
E-Mail: Linda.Madsen@lc4yf.org
Fax: 651-464-3687

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. 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.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. If the CONTRACTOR enlists a subcontractor to provide any services under this contract, the CONTRACTOR shall be responsible for prompt payment to the subcontractor pursuant to Minn. Stat. 471.425, Subd. 4a.

VII. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless against any liability, loss, damages, claims or causes of action, including all attorneys' fees incurred by County, arising from any action or inaction by the CONTRACTOR, its employees, agents, subcontractors or volunteers, giving rise to the liability, loss, damages, claim or cause of action against the County:

- A. 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 CONTRACTOR, or while being transported to or from said premises in any vehicle owned, operated leased chartered for by the CONTRACTOR or any officer, agent or employee thereof; or,
- B. 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 CONTRACT;
- C. 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 the services under this CONTRACT.

The County will indemnify, save, and hold the CONTRACTOR, its representative and employees harmless against any liability, loss, damages, claims or causes of action, including attorney's fees incurred by the CONTRACTOR, arising from any action or inaction by the County, its employees,

against subcontractor, or clause 12, limiting the liability, loss, damages, claims or cause of action by the CONTRACTOR.

This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

VIII. INSURANCE.

A. Workers' Compensation. CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. 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 individual claim for death, injury or damage from a single incident
\$1,500,000 per occurrence encompassing any number of claims for death, injury or damage
\$3,000,000 annual aggregate

Should the CONTRACTOR maintain coverages in amounts in excess of the limits set forth in the Minnesota Tort Claims Act does not constitute a waiver of the liability limits afforded the County pursuant to Minn. Stat. §466.04, Subd. 1

C. Professional liability insurance. Professional staff employed by the CONTRACTOR rendering services under this contract are required to maintain professional liability insurance, naming Chisago County as an additional insured in the following amounts: \$500,000 per claimant for bodily harm, injuries, or death, and \$1,500,000 for total losses or damage arising out of an occurrence.

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

XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to

all data provided by County in accordance with this Contract, and as it applies to all data, regardless of how collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

The County and the CONTRACTOR agree and acknowledge that some information necessary to serve the juveniles and their families, and thus maintained by the Parties, includes protected health information. The Health Information Portability and Accountability Act (HIPAA) may apply to said data and the Parties agree to protect that data as required by law. The Parties agree that the Business Associate/Confidentiality Agreement entered into by the Parties is incorporated herein by reference and shall be binding upon the Parties.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. 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.
- B. If 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.

XIII. 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.

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

XV. 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.

XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract, 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.

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

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

APPROVED:

1. **CONTRACTOR: Lakes Center for Youth and Families, Inc.**

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.

By:
Title: Executive Director, Lakes Center for Youth and Families
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Title:
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

3. **AS TO FORM:**

By: <i>Janet Rast</i>
Title: Chisago County Attorney's Office
Date: Nov 18, 2021

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