



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
VACANT

REGULAR MEETING – Wednesday, July 6, 2022 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Report TAB 1

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

2.) Payment of County's Warrants for HHS TAB 2

3.) Public Health Provider Service Agmt. with to the Blue Plus Referral Health (BCBS) TAB 3

4.) MDH Comm. Health Board Grant Amend. – PH Emergency Preparedness (PHEP) TAB 4

5.) MN Department of Health Project Agreement Amendment – Follow Along Program TAB 5

6.) Professional/Technical Services Contract with Survey Systems Incorporated 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 – PH Service Agmt. to the Blue Plus Referral Health TAB 3

4.) HHS Committee Recommendation – Grant Amend. – PH Emergency Preparedness (PHEP) TAB 4

5.) HHS Committee Recommendation – MDH Project Agmt Amend. – Follow Along Program TAB 5

6.) HHS Committee Recommendation – Prof/Tech Services Contract with Survey Systems Inc. TAB 6

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

8.) Minutes from the June 16, 2022 Regular Meeting TAB 8

9.) Application for Exempt Gambling Permit – Pheasants Forever TAB 9

10.) 2022 Temporary Liquor License Requests TAB 10

Other County Business:

11.) Bridge L0145 Replacement Professional Services Contract TAB 11

12.) Award & Approval of 2022 Crack Seal Project TAB 12

13.) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant - CCSO TAB 13

14.) Out of State Travel Requests – Police Chaplains Region 3 Training Seminar TAB 14

15.) Adjusting the County Mileage Rate TAB 15

16.) Summary of Closed Session – County Administrator Employee Review – June 15th, 2022 TAB 16

17.) ARPA Expenditure - School Grant Program TAB 17

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| 18.) MPCA FY 2023 SSTS Low-Income Fix-up Grant Application Authorization & Policy | TAB 18 |
| 19.) Out of State Travel – National APCO and Motorola Trunked User Group Training | TAB 19 |

Discussion Items:

- Administrator Updates/July Schedule
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners



Chisago County Board of Commissioners
July 6, 2022
Board Meeting Agenda



CHISAGO COUNTY HEALTH & HUMAN SERVICES

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

TAB#1

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: June 29, 2022

I. Department Updates/Highlights:

Health and Human Services continues to process and work through the implementation of the recent changes passed by the Legislature in the Health and Human Services Policy Bill and Omnibus Mental Health Bill. Because the Legislature failed to pass the Health and Human Services Omnibus Spending Bill, there may be some financial implications for counties. We should receive our allocation notices in the next few weeks and will know more at that time. At this time it appears unlikely that the Governor will call a special session.

As you are aware, there was an increase in the Adult Mental Health Initiative (AMHI) funding. Additionally, funding commonly referred to as the "Moose Lake" funding was diverted from the counties in region 7 to the AMHI. The Moose Lake funding was initially provided to the counties in region 7 when the Moose Lake facility closed (1996). This money was to assist the counties in providing mental health services that were no longer available due to the closing of the Moose Lake facility. The AMHI Governing Board did meet this week and agreed to allow the counties of region 7E to bill the AMHI for mental health services provided, up to the previous Moose Lake allocation amount. This will help to minimize any impact the loss of this funding should have on Chisago County HHS budget for 2023.

At the AMHI Governing Board meeting we also agreed to solicit providers for additional innovative ideas for meeting the needs of our communities in the region, utilizing the additional funding authorized by the legislature. We are hoping that local providers will respond to the requests to help in meeting some of the unique mental health needs in our region.

Beginning July 16th, the National Suicide Prevention Lifeline (NSPL) 988 will go live nationally. People will be able to call, text, or chat 988 to be connected to trained counselors. There has been some discussion as to how this will impact different communities in Minnesota and there is some concern that calls from Minnesota may not be answered in Minnesota. At this time, we are anticipating that there should be very little difference noted for the citizens of Chisago County. Calls from 911 or 988 are routed to First Call for Help (FCHC). FCHC screens the call and determines if the call needs to go to the mobile crisis team for their response. This process should continue. First Call for Help answers calls in our region 24/7/365. There is some expectation that there may be an initial increase in calls as the new system rolls out nationally and receives increased publicity, as with many new programs or systems.

Minnesota Department of Human Services has approved the updated Chisago County Health and Human Services Emergency Assistance and Emergency General Assistance Plans. Plans were updated to be more consistent and to address the recent rental increases people are facing. We updated the plans to increase the maximum assistance to citizens, simplified the lookback period from 6 months to 60 days, and changed eligibility timeline from 18 to 12 months. This should assist more Chisago County residents in obtaining necessary assistance.

The Minnesota Department of Human Services Licensing Division has issued a license revocation to Bridges MN. The license revocation identifies serious concerns of non-compliance with rules and statutes that impact the health, safety, and rights of people receiving services. Bridges currently operates three Community Residential Services sites (commonly referred to as group homes) in Chisago County. Of the individual clients impacted by this licensing revocation, two are Chisago County clients and the rest are out of county placements here. Health and Human Services is working with the MN Department of Human Services to assist through this process. It is likely that Bridges will appeal the decision and be allowed to continue to operate during the appeal process.

In 2014, Chisago County Health and Human Services took possession of records from Five County Mental Health, dba Riverwood Centers as they filed for Chapter 7 bankruptcy and closed their doors ending all services. Health and Human Services has maintained and managed access to these records since that time. Honoring requests for records from community members when required. As of July 1st, 2022, we will no longer process requests for these records and will work toward the destruction of all Riverwood case files. The estimated cost for the destruction of all files is approximately \$15,000. Because Five County Mental Health was a regional asset, serving all five counties of region 7E and partially funded by the Region 7E AMHI, we are requesting funding from the Adult Mental Health Initiative (AMHI) to cover this cost. We should have a response from the AMHI regarding this request within the next few weeks.

II. Financial Notes:

Health and Human Services continues to be on track with this year's budget. Both revenue totals and expenditure totals are on track with projections. As noted previously, we should be receiving our 2023 allocation notices from the state within the next few weeks.

III. Staffing Updates:

Health and Human Services currently has two open positions that we are working to fill. We have a Maternal Child Health Nurse Team Lead position posted and a MnCHOICES Assessor position that the posting just closed.

Since May 1st, Health and Human Services has hired to fill 11 vacant positions. We have hired two new Office Support Specialist, a Community Health Services Lead PH (contracted position), a new Program Planner/Accreditation Coordinator PH, a new Community Health Specialist PH, a new Fiscal Officer, a new Statewide health Improvement Program (SHIP) Coordinator, a new Disease Prevention & Control Coordinator PH, and three new Financial Eligibility Workers.

Some of these positions were filled by current employees seeking advancement, thus creating some of the additional openings.

IV. Review of Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 6, 2022**

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>
6/17/2022	\$91,141.17		County's Warrants
6/17/2022	\$8,578.71	7/6/2022	Auditor's Warrants
6/24/2022	\$83,226.85		County's Warrants
6/24/2022	\$23,134.17	7/6/2022	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 3
Title of Item for Consideration: Professional Provider Service Agreement for Public Health Nursing Clinic Services to the Blue Plus Referral Health	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Blue Plus Referral Health Professional Provider Service Agreement "2020."	
Background: Chisago County Public Health Nurses provide Clinic Services to eligible Subscribers. Only services performed by qualified Public Health Nurses and allowed by DHS shall be eligible for reimbursement when provided to Subscribers. This addendum increases the amount that Chisago County can claim for services. Attachment(s): Addendum for Public Health Nursing Clinic Services to the Blue Plus Referral Health Professional Provider Service Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Addendum for Public Health Nursing Clinic Services to the Blue Plus Referral Health Professional Provider Service Agreement. The suggested motion is as follows: <i>"Move to approve the Addendum for Public Health Nursing Clinic Services to the Blue Plus Referral Health Professional Provider Service Agreement"</i>	
Implications of Action: Approval of this agreement with Blue Cross/Blue Shield will authorize Chisago County Health & Human Services to provide Public Health Nursing Clinic Services to eligible Blue Cross/Blue Shield enrollees and receive reimbursement for that service. Budget/Financial Implications: This agreement will allow Chisago County Health & Human Services to invoice Blue Cross/Blue Shield an increase in payment Public Health Nursing Clinic Services. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



June 13, 2022

Chisago County Public Health Department
313 N Main St Rm 230
Center City, MN 55012

RE: Blue Plus Referral Health Professional Provider Service Agreement renewal, effective July 1, 2022
For: Nurse Practitioner - Community Health
Blue Shield ID Number: 003218210
NPI: 1053492330

Dear Participating Provider:

Attached is your updated Blue Cross and Blue Shield of Minnesota, Blue Plus and Affiliates ("Blue Plus") Blue Plus Referral Health Professional Provider Service Agreement ("Agreement"), as requested. You do not need to sign or return anything.

Consolidated Agreement: The enclosed Agreement is an amended and restated Agreement, which incorporates the provisions of your original signed Agreement and all renewal amendments to date. This restated Agreement is for your convenience and clarity, to maintain current and consistent language with state and federal health care rules and regulations and to help ensure the highest standards of health care services for the patients you serve.

Provider Bulletin Summary of Changes: Substantive changes to the Agreement are summarized annually in our April/May Provider Bulletin available for your review in the "For Providers" section of our website at bluecrossmn.com/providers (select the "Forms & Publications" link then Search "bulletins"). Visit the site to access monthly Provider Bulletins, the Provider Policy & Procedure Manual, reimbursement policies, coding tips, network and product guides, medical policies and other helpful information.

Medicare Amendment: Inclusion of the Medicare Amendment with other documents comprising this Provider Service Agreement does not affect your Medicare status.

If you have any questions about the enclosed material, please call our provider service center at 651-662-5200 or 800-262-0820 or 888-420-2227. Thank you for your continued participation with Blue Plus.

Sincerely,

Provider Relations



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2022 Blue Plus Referral Health Professional Provider Service Agreement

Article I - Purpose

HMO Minnesota, d/b/a Blue Plus ("Blue Plus") and the Provider hereby agree to the terms and provisions of this Agreement. Provider must maintain an Aware Provider Service Agreement in order to be offered this Referral Health Professional Provider Service Agreement. Hereinafter, Blue Plus and the Provider may be individually referred to as a "Party" and jointly referred to as "the Parties."

Article II - Definitions

- A. "Affiliate" means (i) any entity now existing or hereafter organized that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Blue Plus, and/or (ii) any entity in which an entity described in "(i)" above holds not less than 33% of either the membership interest, voting interest or issued and outstanding voting securities thereof.
- B. "Agreement" means this Referral Health Professional Provider Service Agreement, including (1) the originally executed signature page, which shall be binding upon all of Provider's Health Care Professionals, (2) the applicable fee schedule(s), (3) the Amendment to the Agreement – Medicare Programs, as applicable, (4) the Provider Policy & Procedure Manual as it may be amended from time to time (available at bluecrossmn.com/providers), (5) the Blue Plus Manual as it may be amended from time to time (available at bluecrossmn.com/providers), (6) any and all existing and effective Provider Bulletins (available at bluecrossmn.com/providers) as well as any Provider Bulletins issued by Blue Plus during the term of this Agreement, (7) the Reimbursement Policies as may be amended by Blue Plus from time to time (available at bluecrossmn.com/providers), (8) any and all existing and effective Exhibits, (9) the provisions of the Credentialing and Recredentialing Provider Policy Manual as it may be amended by Blue Plus from time to time (available at bluecrossmn.com/providers), (10) Medical and Behavioral Health Policies (available at bluecrossmn.com/providers), and (11) any other Addenda or Amendments whose terms and provisions are incorporated into and made a part of this Agreement.
- C. "Blue Plus" means HMO Minnesota d/b/a Blue Plus and may include at Blue Plus' discretion, one or more of its Affiliates.
- D. "Concurrent Review" means ongoing review during the Subscriber's care to ensure that the care meets established medical criteria in a timely manner and certifies the necessity, appropriateness and quality of Health Services.
- E. "Health Care Professional" means an individual employed by Provider or an independent contractor of Provider who maintains the necessary state health care license, registration or certification appropriate to practice or perform a type of Health Service in the state in which it delivers the Health Services.
- F. "Health Service" means any health care service, product, procedure, or item provided to a Subscriber regardless of whether or not the health care service, product, procedure or item is covered under the Subscriber Contract and subject to all terms of the Subscriber Contract.
- G. "Medically Necessary and Appropriate" or "Medical Necessity and Appropriateness" shall have the meaning as defined in the Subscriber Contract.



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- H. "Minnesota Health Care Programs" means prepaid public programs, including Medical Assistance, MinnesotaCare, Families and Children, or other prepaid public programs in which Blue Plus provides coverage under a contract with any Minnesota County or with the Minnesota Department of Human Services ("DHS").
- I. "Plan Sponsor" means an employer or other party who provides benefits or administers the benefit plan for Subscribers under a plan which utilizes a Blue Plus participating provider network.
- J. "Pre-certification" or "Pre-Service Review" or "Prior Authorization" means an advance review of a proposed facility admission or certain Health Services or procedures in order to determine whether the proposed admission, Health Services or procedures meet the Medical Necessity and Appropriateness criteria for payment and to ensure that the Subscriber receives the maximum benefits available under the Subscriber Contract.
- K. "Primary Care Clinic" ("PCC") means a physician or group of physicians who have entered into an Agreement with Blue Plus and who have the necessary health care resources available to function as a health care entry point in providing or arranging to provide covered Health Services to Subscribers pursuant to an Agreement as part of a managed care plan. A managed care plan is a health benefit plan in which Subscribers may designate a primary care provider or other delivery system to provide or coordinate all health care services.
- L. "Primary Coverage Responsibility" means coverage under Blue Plus Subscriber Contracts which is not secondary pursuant to any coordination of benefits, auto insurance or similar provisions.
- M. "Protected Health Information" ("PHI") means individually identifiable information transmitted or maintained in any format as further defined in 45 Code of Federal Regulations ("C.F.R.") Section 160.103.
- N. "Provider" means the individual or entity that is a Party to this Agreement and indicated on the Signature Page, that is engaged in the delivery of and is authorized to provide Health Services in the state in which it delivers the Health Services.
- O. "Referral" means care generally by a specialist that is Medically Necessary and Appropriate for the Subscriber and which cannot be provided by the Subscriber's PCC.
- P. "Self-Referral" means a Health Service, other than a medical emergency as defined by the applicable Subscriber Contract, which is not provided by or arranged by the PCC and which is covered under a wraparound coverage provision or direct access for coverage provision of the applicable Subscriber Contract.
- Q. "Subscriber" refers to any person with whom or for whose benefit Blue Plus has entered any agreement to provide coverage, administer coverage, or provide access to a participating provider network for Health Services.
- R. "Subscriber Contract" means the contract, agreement, or other arrangement under which Blue Plus or the Plan Sponsor provides benefits to Subscribers for Health Services.
- S. "Third Party Provider" means a provider other than the PCC receiving payment from Blue Plus for providing certain Health Services to Subscribers as designated in this Agreement, or such other provider designated from time to time by Blue Plus as a Third Party Provider, provided notification of such designation shall be given to Provider.



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- T. "Utilization Review Process" means Blue Plus' or the Plan Sponsor's process for evaluating the necessity, appropriateness, and efficacy of the provision of Health Services and use of facilities by a person or entity other than the attending Health Care Professional, for the purposes of determining Medical Necessity and Appropriateness.

Article III - Authority and Covenants

- A. Verification of Eligibility. Before providing Health Services to a Subscriber, the Provider shall require a valid identification card and other positive photo identification, such as a valid government issued identification card, or shall otherwise verify with Blue Plus that the Subscriber is eligible to receive Health Services. The Provider shall not be entitled to payment from Blue Plus or the Plan Sponsor for Health Services provided to any person who is not in fact a Blue Plus Subscriber at the time the Health Services were rendered.
- B. Claims Submission. Provider shall promptly submit claims for Health Services to Blue Plus or the Plan Sponsor as directed by Blue Plus. Blue Plus requires Provider to make every effort to submit complete, comprehensive, and accurate risk adjustment data as established by the State of Minnesota and Blue Plus, and Blue Plus may implement a financial penalty for failure to submit timely, complete, comprehensive, and accurate data. Provider shall abide by all applicable state or federal laws and rules, such as the Affordable Care Act, with respect to data submission. Provider shall use its best efforts to submit claims within 30 days of the date of service. In no event may Provider submit claims later than 120 days from the date of service. Such claims shall include all Health Services provided to a Subscriber and all documented diagnoses must be submitted on the claim as specifically as possible. Provider must submit claims using electronic claims submission formats, processes and procedures as set forth in the Provider Policy & Procedure Manual, Provider Bulletins or as required by the Plan Sponsor, including the proper provider identification number. Provider shall have the right to review its claims that have been processed by Blue Plus, at Blue Plus' offices, during Blue Plus' regular business hours. Provider waives any right to collect for charges not included in the claim as submitted and agrees not to bill the Subscriber for any such omitted services, claims or late charges.
- C. Additional Information. Provider shall promptly furnish at its own expense, any additional information that Blue Plus or the Plan Sponsor shall reasonably request as necessary to correctly administer the Agreement, including to respond to claims, utilization review, coordination of benefits, credentialing, quality improvement and care management reviews, Pre-certification reviews, Pre-Service Reviews, admission notification, prior authorizations, Medical Necessity and Appropriateness reviews, and medical abstract reports if applicable. Provider shall be responsible for any penalties for failure to abide by required admission notifications, pre-certification requirements, or other such advance notice requirements. The Provider shall be responsible for obtaining any authorization required to release such information to Blue Plus and/or the Plan Sponsor. Provider shall comply with requests related to Risk Adjustment and other government required activities, such as Medicare Advantage Star Ratings or requirements of the Affordable Care Act or other applicable rules or requirements.
- D. Coding Requirements. Provider shall place all appropriate diagnosis and procedure codes and other necessary codes on each claim prior to submission to Blue Plus or Plan Sponsor. Provider is required to submit a written description, the manufacturer's suggested retail price for the item(s), if applicable, and an itemization of the Regular Billed Charges for such Health Services item(s), health care service or supply whenever submitting an unlisted procedure code for such services. Claims submitted to Blue Plus with an unlisted procedure code without a written description and manufacturer's suggested retail price, if



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applicable, will be denied. Provider agrees to use unlisted procedure codes only when no code exists for the service being provided. The reimbursement process for unlisted procedure codes can be found at: <https://www.bluecrossmn.com/providers/reimbursement-policies> and <https://provider.publicprograms.bluecrossmn.com/minnesota-provider/claims/reimbursement-policies>.

- E. **Medical Records.** Provider shall, at Provider's expense, maintain and promptly submit when requested medical record documentation that is complete, clear, comprehensive, concise, consistent, and legible and which conforms with reasonable documentation standards as set forth in the Provider Policy & Procedure Manual. Health Services rendered to Subscribers with no corresponding documentation in the medical record are not eligible for payment and will be the Provider's financial responsibility. Provider shall maintain all Subscriber medical records for a minimum of ten (10) years after the last date a Health Service was provided to the Subscriber under this Agreement. Provider shall ensure that all diagnoses are supported in the medical record documentation for each encounter.
- F. **Provider Bulletins.** To promote efficiency and network consistency, Blue Plus shall have the right at any time to issue Provider Bulletins pursuant to this Agreement for the purpose of implementing certain policies, procedures and requirements relating to this Agreement, such as for claims submittal protocol or care management programs, and Provider shall comply with such Provider Bulletins that are in effect on the first date of the term (or renewal term, as applicable) of this Agreement or subsequently communicated to Provider. Blue Plus shall provide Provider with at least forty-five (45) days' advance written notice from date of publication on [bluecrossmn.com/providers](https://www.bluecrossmn.com/providers) of any new Provider Bulletins, unless such Provider Bulletins are issued to comply with a state or federal regulatory or accreditation requirement or to address only minor administrative or operational clarifications, as reasonably determined by Blue Plus, in which case Blue Plus shall provide as much advance notice as is reasonably practical.
- G. **Access to Records.** Provider shall allow Blue Plus or its designee to access, at Provider's offices during Provider's regular business hours, the treatment and billing records of Subscribers to verify claims information, and any aspect of services performed and to access such other records including but not limited to the charge master, for the purpose of verifying compliance with the terms of this Agreement including conducting a charge audit. Provider also agrees to allow any state or federal regulatory or governmental agency, including but not limited to the State of Minnesota, CMS or the Comptroller General, or their designees, peer review organizations, external quality review organizations and other entities with which Blue Plus has a contractual or legal obligation to allow access to Provider records or contracts to inspect, evaluate, and audit any pertinent books, documents, papers and records involving transactions related to this Agreement.
- H. **Quality Improvement/Managed Care Requirements; Nondiscrimination.** Provider agrees to comply with quality improvement and care management requirements and procedures established by Blue Plus or the Plan Sponsor and as communicated to Provider (for example, utilization of preferred prescription drugs, advance notification, completion of Pre-certification reviews, Preauthorization, completion of Pre-Service Reviews, completion of a Utilization Review Process). Provider is responsible for obtaining any Pre-certification, prior authorization, Pre-Service Review or similar advance review required. If such advance authorization is required but not obtained, Provider shall be financially responsible and the Subscriber is held harmless. Provider shall support efforts to encourage the use of patient-centered shared decision making for appropriate conditions in an effort to improve health outcomes and health care value in accordance with Minnesota Statutes, § 256B.69, subd. 9, (c). Provider agrees not to withhold or delay treatment to Subscribers for reasons, including but not limited to: 1) Blue Plus' payment allowances,



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including any withhold or other payment method; 2) managed care review requirements; or 3) the Subscriber's age, race, religion, gender, sexual orientation, disability, public assistance status, or suspected or actual presence of the HIV virus or other communicable disease. Provider shall abide by all nondiscrimination provisions of Section 1557 of the Patient Protection and Affordable Care Act (ACA) (42 U.S.C. 18116) or successor legislation. However, if Provider's practice is limited to a given specialty, Provider is not required to provide treatment outside of that specialty.

- I. Referral Requirements. Whenever a referral is necessary, Provider shall refer Subscribers to Blue Plus participating providers in accordance with the referral policy guidelines set forth in the Provider Policy & Procedure Manual.
- J. Limited Provider Networks. Blue Plus reserves the right to implement or discontinue limited provider networks (e.g., tiered networks, narrow networks, select networks or other limited networks) or services provided by such networks for certain Health Services or for certain Subscriber Contracts, which may or may not include Provider. Provider agrees to make referrals to such limited network providers, where applicable, subject to exceptions authorized by Blue Plus.
- K. Coordination of Benefits. Provider agrees to abide by Blue Plus' benefit determinations and cooperate fully with Blue Plus in the administration of the Coordination of Benefits ("COB") and subrogation provisions of the Subscriber Contract using procedures set forth in the Provider Policy & Procedure Manual.
- L. Compliance with Laws. Provider and Blue Plus each agree to comply with all applicable state and federal laws, rules, regulations, orders and requirements. Provider further agrees to cooperate with Blue Plus with regard to Blue Plus' efforts to comply with any and all obligations imposed upon Blue Plus under any state and federal laws, rules, regulations, orders and requirements.
- M. Subcontracts. All subcontracts of Provider under this Agreement must be in writing. All subcontracts of Provider are subject to Blue Plus review and approval, upon request by Blue Plus. All subcontractors of Provider shall meet all applicable terms and conditions of this Agreement. Subcontracts shall not abrogate or alter Provider's responsibilities under this Agreement.
- N. Notices; Updates; Changes. Provider shall promptly notify Blue Plus of any changes to any administrative, demographic, or other provider information of any kind to ensure that Blue Plus has the most current and accurate Provider information. With the exception of termination notices, all notices, reports, changes, and records sent to Blue Plus, unless otherwise requested by Blue Plus, shall be addressed to:

Provider Data Operations
PO Box 982809
El Paso, TX 79998-2809

Notices, reports and records sent to Provider shall be sent to the street address (or email address if applicable) Provider supplied to Blue Plus, as may be updated from time to time. Provider shall promptly, and no later than 10 days from the date of an address change, advise Blue Plus of any such changes to ensure Blue Plus has current Provider information that will be included in provider directories and other Subscriber communications. To assist Provider in communicating such changes, the Provider Demographic Change Form is available at <https://www.bluecrossmn.com/providers/provider-demographic-updates>. Completed forms can be emailed to provider.data@bluecrossmn.com, faxed to 651-662-6684, or mailed to the above address.



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Article IV - Provider Payment

- A. Payment Amount. Blue Plus shall ensure prompt payment directly to Provider for Health Services covered under the Subscriber Contract and prompt response to Provider's claims and inquiries. Clean claims that are correctly submitted with all required information shall be paid or denied within 30 calendar days of receipt by Blue Plus if applicable under Minnesota Statute 62Q.75. Except as provided below, payment to Provider for Health Services shall be the lesser of 90% of Provider's Regular Billed Charge or 90% of the Blue Plus fee schedule allowance as determined by Blue Plus (including consideration of Provider's and/or Health Care Professional's license and training), minus Subscriber or other party liabilities (e.g., deductible, coinsurance, non-covered Health Services, and coordination of benefits with other health plans, employer liability plans, Workers' Compensation, or automobile insurance plans) (collectively, "Other Party Liabilities"). Provider agrees to accept such payment amount as payment in full.
- Payment to Provider for Health Services furnished by mid-level practitioners, if applicable and as detailed in the Provider Policy & Procedure Manual, shall be the lesser of 90% of Provider's Regular Billed Charge or 85% of the applicable Blue Plus fee schedule allowance, less Subscriber or Other Party Liabilities. Provider agrees to accept such payment as payment in full.
 - Payment for Health Services furnished by Certified Registered Nurse Anesthetists shall be the lesser of 90% of Provider's Regular Billed Charge or 80% of the applicable Blue Plus fee schedule allowance, less Subscriber or Other Party Liabilities, which Provider agrees to accept as payment in full.
 - Payment for Health Services furnished by Masters Level practitioners shall be the lesser of 90% of Provider's Regular Billed Charge or 80% of the applicable Blue Plus fee schedule allowance, less Subscriber or Other Party Liabilities, which Provider agrees to accept as payment in full.
 - Payment for Health Services furnished by PhD licensed psychologists shall be the lesser of 90% of Provider's Regular Billed Charge or 90% of the applicable Blue Plus fee schedule allowance, less Subscriber or Other Party Liabilities, which Provider agrees to accept as payment in full.
- B. Replacement of Medical Devices. No payment will be made by Blue Plus, and neither Blue Plus nor the Subscriber shall be billed for, the cost of a replacement device in excess of the actual cost paid by Provider for the replacement device.
- C. Negligence, Omission or Errors. When the negligence, omission, or error on the part of Provider results in the Subscriber incurring additional medical expenses, no payment will be made by Blue Plus for, nor shall Provider bill either Blue Plus or the Subscriber for medical expenses resulting from negligence, omissions, or errors. Information regarding those situations for which no payment shall be made by Blue Plus or the Subscriber shall be set forth in the Provider Policy & Procedure Manual.
- D. Minnesota Health Care Programs. For those Health Services provided to Minnesota Health Care Programs Subscribers, Blue Plus will pay Provider for Health Services at 100% of the Blue Plus medical assistance fee schedule as determined by Blue Plus, not to exceed Provider's Regular Billed Charge.
- E. Medicare Cost and Medicare Advantage Programs. When applicable for a Medicare Cost contract and/or Medicare Advantage Program, Blue Plus shall pay Provider according to the rates specified in the Amendment to the Agreement – Medicare Programs.



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- F. Overpayments. Provider shall promptly report and return overpayments of any kind to Blue Plus. Blue Plus may recover overpayments of any kind to ensure correct administration of the Agreement. If the overpayment is the result of data incorrectly submitted on a claim for Health Services provided, Provider must promptly send a replacement claim correcting the data and allowing Blue Plus to recoup such overpayment. Submission of replacement claims is limited to six (6) months from last remittance date. Blue Plus shall have the right to make, and Provider shall have the right to request, corrective adjustments to any previous payment for a claim for Health Services provided, however, that any corrective adjustments by Blue Plus, or requests for corrective adjustments by Provider that are approved by Blue Plus, shall be made within twelve (12) months from the date the claim for such Health Services was paid or denied by Blue Plus. No corrective adjustments shall be made by Blue Plus after such twelve (12) month period provided however, that corrective adjustments may be made by Blue Plus after such twelve (12) month period for adjustments related to fraud, coordination of benefits recovery, subrogation recovery and certain other payments as set forth in the Provider Policy & Procedure Manual.

Blue Plus may conduct an audit to determine if Provider's aggregate reimbursement adjustment exceeded the Negotiated Reimbursement Adjustment that was expected and agreed upon in writing between the Provider and Blue Plus during their good faith negotiations. In the event that Provider's actual Charge Description Master Adjustment causes an aggregate change to reimbursement in excess of the Negotiated Reimbursement Adjustment, Blue Plus shall have the right to adjust Reimbursement Rates to the Provider in order to achieve the Negotiated Reimbursement Adjustment that should have been implemented to yield the expected and agreed upon aggregate reimbursement. The adjusted Reimbursement Rates shall also be applicable to the calculations used by Blue Plus for any future Negotiated Reimbursement Adjustments.

This audit will use one consistent Data Set and apply the Reported Charge Description Master Adjustment and agreed upon Reimbursement Rates to determine the modeled aggregate increase that should have occurred for the Contract Period. The Data Set will then be used to apply the actual Charge Description Master Adjustments and the agreed upon Reimbursement Rates to determine whether any variance in expected reimbursement exists.

Recovery of Identified Overpayments. If an audit determines that an overpayment exists, Blue Plus shall have the right to take the following actions:

1. Recover amounts paid in excess of the Negotiated Reimbursement Adjustment. This may be accomplished via a lump sum cash settlement, adjustment of claims, or an offset of future claims payments. Adjustment of claims generally shall be limited to Health Services incurred during the current calendar year. For Health Services rendered prior to the current calendar year, generally a lump sum cash settlement or other similar retrospective reconciliation shall occur. Provider must make payment to Blue Plus within 180 days of notification by Blue Plus of an overpayment due. Any amounts that remain owed to Blue Plus following 180 days will be recovered by Blue Plus through deductions from future payments owed to Provider. Any such settlement or reconciliation amounts will be rounded to the nearest dollar to simplify administration
2. Blue Plus may adjust the Reimbursement Rates applicable to future claim payments in order to neutralize the impact of the Provider's charge adjustments that exceeded the agreed upon reimbursement. Blue Plus shall provide 45 days advance written notice of Provider's new Reimbursement Rates, and payment shall continue at such Reimbursement Rates until a new agreement is reached between the Parties according to the terms of the Agreement.



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- G. Insolvency. In the event a Plan Sponsor fails or is unable to meet its financial obligations in connection with its health benefit plan, and the Health Services provided by the Provider are therefore determined not to be covered under the terms and conditions of the Subscriber Contract, the Provider may bill the Subscriber directly for such Health Services. In addition, Provider may exercise all remedies provided by law against a Plan Sponsor to collect amounts due Provider.
- H. Subscriber Liability. Provider agrees to make a good faith effort to collect any deductible, coinsurance, and/or copayment amounts due from Subscribers. This provision shall not prohibit Provider from collecting a lesser amount on individual hardship cases as determined by Provider. This provision in no way obligates Provider to pass on to Blue Plus any discounted payment arrangements it has negotiated with other third party payers. Deductible and coinsurance liability of the Subscriber shall be calculated based upon the lesser of the Blue Plus Fee Schedule amounts or 90% of Provider's Regular Billed Charge, as calculated by Blue Plus, unless otherwise authorized by Blue Plus. Blue Plus shall calculate the appropriate Subscriber liability amounts and notify Provider of the Subscriber's liability following submission of the claim by Provider. Provider shall abide by all applicable statutes and requirements, including Minnesota Statute 62Q.751 with respect to collection of and return of deductibles and coinsurance amounts at or prior to service. Provider shall not withhold or delay service to a Subscriber based on the Subscriber's failure to pay the deductible or coinsurance at or prior to service. Overpayments by a Subscriber to Provider must be returned to the Subscriber by Provider by check or electronic payment within 30 days of the date in which the claim adjudication is received by Provider. Further, Provider agrees that all terms of this Agreement apply to all Health Services provided to Subscribers, regardless of the Health Services provided. Provider further agrees not to charge Minnesota Senior Health Options ("MSHO") Subscribers coinsurance or copayment amounts that would exceed amounts permitted under Minnesota Health Care Programs.
- I. Subscriber Hold Harmless. Pursuant to Minnesota law, except for applicable deductible, coinsurance and copayment amounts, Provider agrees not to bill, charge, collect a deposit from, seek remuneration from, or have any recourse against a Subscriber or persons acting on their behalf for Health Services provided under this Agreement. This provision applies, but is not limited to, the following events: (1) nonpayment by or insolvency of Blue Plus (including nonpayment due to lack of timely filing of claims by Provider) or (2) breach of the Agreement. This provision does not prohibit Provider from collecting copayments or fees in the event that the Subscriber Contract, as interpreted by Blue Plus or the Plan Sponsor, does not cover the Health Services. This provision also does not prohibit Provider from billing the Subscriber for experimental, investigative or not Medically Necessary and Appropriate Health Services provided that the Subscriber is notified immediately prior to those Health Services being provided that those specific Health Services are experimental, investigative or not Medically Necessary and Appropriate and, after such notice, the Subscriber agrees in writing to pay for those Health Services. Provider shall have the right to appeal initial Medical Necessity and Appropriateness decisions through the Utilization Review Process.

This provision survives the termination of this Agreement for authorized Health Services provided before this Agreement terminates, regardless of the reason for termination. This provision is for the benefit of Subscribers and does not apply to Health Services provided after this Agreement terminates. This provision supersedes any contrary oral or written Agreement existing now or entered into in the future between the Provider and the Subscriber or persons acting on their behalf regarding liability for payment for Health Services provided under this Agreement.



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Article V - Applicability

- A. **Scope of the Agreement.** In addition to Health Services provided to Subscribers enrolled in health benefit plans underwritten or administered by Blue Plus, the Agreement applies to Health Services provided by other Blue Plus Blue Shield Plans approved by the Blue Plus Blue Shield Association or where Blue Plus provides access to a participating provider network, as further described in the Provider Policy and Procedure Manual:
1. Health Services provided to Subscribers enrolled in health benefit plans in which Blue Plus or an Affiliate is responsible for administering the benefit plan provided to Subscribers. If a specific payment arrangement is mandated by law for some or all Health Services, such payment arrangement will apply to the extent applicable.
 2. Health Services provided to Subscribers of Affiliates at Blue Plus' discretion. For the avoidance of doubt, such Affiliates are entitled to all rights of Blue Plus under this Agreement and shall comply with all terms and conditions of this Agreement. If Provider and an Affiliate have entered into a separate provider service agreement, the terms of such separate provider service agreement will control over this Agreement as long as such separate provider service agreement remains in effect. Nothing in this provision shall place additional risk or obligations on Provider not elsewhere stipulated in this Agreement. This provision allows the extension of this Agreement for Health Services provided to Subscribers enrolled with any applicable Blue Plus Affiliate.
- B. **Blue Cross and Blue Shield Association Branding.** Pursuant to Blue Cross and Blue Shield Association (an association of independent Blue Cross and Blue Shield Plans) (the "Association") licensure requirements, Provider hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Provider and Blue Plus, that Blue Plus is an independent corporation operating under a license from the Association permitting Blue Plus to use the Blue Cross and Blue Shield Service Marks in Minnesota, and that Blue Plus is not contracting as the agent of the Association. Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Blue Plus and that no person, entity, or organization other than Blue Plus shall be held accountable or liable to Provider for any of Blue Plus' obligations to Provider created under this Agreement with respect to any plans underwritten or administered by Blue Plus. This paragraph shall not create any additional obligations whatsoever on the part of Blue Plus other than those obligations created under other provisions of this Agreement.

Article VI - Provider Requirements

- A. **Credentialing.** Provider shall bill only for Health Services personally performed by Provider's Health Care Professionals who continuously meet all eligibility criteria defined by Blue Plus. Eligibility of Provider's Health Care Professionals will be based on Provider Participation Requirements as defined in the Credentialing and Recredentialing Policy Manual. All such Health Care Professionals must be successfully credentialed by Blue Plus prior to treating any Subscriber. Provider shall: (1) notify Blue Plus immediately if any Health Care Professional's license is ever revoked, suspended, or restricted; (2) notify Blue Plus within 15 days from the date of hire or termination, as applicable, of any additions or deletions of names of individuals who are subject to this Agreement through Provider; and ; and (3) notify Blue Plus immediately of any bankruptcy filing, or insolvency or in the event Provider fails or is unable to meet its financial obligations in connection with Health Services provided to Subscribers. Blue Plus may exercise all remedies provided by law against Provider to collect amounts, if any, due Blue Plus.



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- B. Excluded Health Care Professionals. In the event one or more of Provider's Health Care Professionals are excluded from participation with Blue Plus because he or she has not met the credentialing standards of Blue Plus, or because Blue Plus has terminated or suspended the Health Care Professional as provided for in the Agreement, that Health Care Professional will be treated as a nonparticipating provider by Blue Plus. Provider agrees to provide prior written notice to any Subscriber receiving treatment from such Health Care Professional that he or she is nonparticipating. If such notice is not provided, neither Provider nor Provider's nonparticipating Health Care Professional may collect from the Subscriber more than the amount allowed by Blue Plus as set forth in the Subscriber Contract. This provision shall survive termination of this Agreement.
- C. Contracted Employees. In the case where Provider contracts with a Health Care Professional at a different rate than that Health Care Professional is paid through employment by another provider holding an Agreement with Blue Plus, the Health Care Professional will be reimbursed at the lesser of the two rates.
- D. Participating Provider Availability. Provider shall ensure that all Health Services provided to Subscribers are furnished by Health Care Professionals participating fully with Blue Plus at the time such Health Services are rendered.

Article VII - Insurance and Indemnification

- A. Insurance. Provider shall have and continuously maintain adequate insurance for professional liability and personal injury, as determined from time to time by Blue Plus. Provider agrees to provide such evidence of coverage as required by Blue Plus and as detailed in the Credentialing Policy and Procedure Manual, including, but not limited to, identification of the malpractice and other applicable liability insurer, policy number, coverages and liability limits.
- B. Indemnification. Each party (the "Indemnifying Party") agrees to hold the other party harmless from any and all claims, damages, and expenses of all kinds (including reasonable attorneys' fees) by reason of any act or omission caused by, or alleged to have been caused by, the Indemnifying Party or any agent or employee of the Indemnifying Party.

Article VIII - Conditions and Limitations

- A. PCC Authorization. Health Services shall be provided to a Subscriber only upon the authorization of the Subscriber's PCC and only during such time as the Subscriber is under the treatment and care of such PCC except in the case of emergencies, or where the Subscriber Contract allows for Self-Referrals. If Provider performs services not authorized by the PCC, Provider shall be solely responsible for the cost of those services and will not bill or collect from Blue Plus, the PCC, or the Subscriber (except where the Provider has notified the Subscriber immediately prior to services being provided that those specific services have not been authorized by the PCC, and subsequent to such notice, the Subscriber agrees in writing to pay for those specifically identified services).

Article IX - Quality Improvement and Utilization Review and Evaluation

- A. Evaluation. Provider shall cooperate with Blue Plus in the ongoing evaluation of the delivery of Health Services and shall, if requested by Blue Plus, furnish relevant information and periodically participate in special studies that assess the availability, accessibility and appropriateness of Health Services rendered to Subscribers.



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- B. Second Opinions. Blue Plus may obtain independent medical advice and opinions concerning specific episodes of care or overall patterns of Health Services rendered or arranged by Provider.
- C. Quality Care Delivery. Blue Plus and Provider shall cooperate to assure the delivery of quality, Medically Necessary and Appropriate care to Subscribers and ensure that no compensation or other incentives exist for the purpose of limiting care delivery. Provider and Blue Plus acknowledge that all decision-makers (practitioners, providers and staff including, but not limited to, medical directors, utilization management directors or managers, medical services management personnel, and utilization management staff members of Provider or Blue Plus) encourage appropriate utilization, ensure measures to prevent under-utilization, and discourage inappropriate denials. Utilization management decision making is based on appropriateness of care and services, and no compensation is made for denials of coverage or services, nor are any incentives given to decision makers to encourage denials of coverage of services. Blue Plus facilitates the delivery of appropriate care and has mechanisms in place to detect and correct potential under-utilization and over-utilization. Provider shall not offer compensation, discounts, or other incentives to solicit Subscribers to select the services of the Provider.

Article X - Amendment and Termination; Arbitration

- A. Term; Amendments. The initial term of this Agreement shall be as specified on the Signature Page, and this Agreement shall thereafter automatically renew for one-year terms commencing on July 1 for each subsequent renewal term. The Agreement may be modified and/or amended at any time by Blue Plus upon at least forty-five (45) days' advance written notice to the Provider, provided however, that forty five (45) days' advance written notice shall not be required for changes to correct errors or omissions or to reflect state or federal regulatory requirements, in which case Blue Plus shall provide as much advance notice as is reasonably practical. In the event of any amendment by Blue Plus that Provider does not accept, Provider shall have 45 days to request termination of the Agreement. Such termination shall be effective 130 days following the date written notice is received by Blue Cross. Any such amendment shall be effective until the date of termination of the Agreement.
- B. Termination. This Agreement may be terminated by either Party according to any one or more of the following provisions. Termination determinations are not subject to appeal. Written notice of termination must sent via certified mail to Blue Plus, Attn: Provider Relations, R317, P. O. Box 64560, St. Paul, Minnesota 55164-0560.
1. This Agreement may be terminated without cause by a Party upon prior written notice to the other Party with termination to become effective 130 days after receipt of written notice.
 2. If the Agreement is terminated for any reason, Blue Plus may extend the terms of the current Agreement (and thus any termination effective date) for a period of up to an additional 180 days, to allow Blue Plus proper notification to Subscribers and continuity of care practices where applicable. During such additional period of 180 days of participation, the Provider shall receive payment at the same rates that were in effect on the date termination notification was provided.
 3. This Agreement may be terminated upon prior written notice in the event of a material breach of this Agreement and which breach remains uncured 30 days after written notice reasonably specifying the nature of the breach is given to the breaching Party, with termination to become effective on the 30th day after receipt of such notice.
 4. This Agreement may be terminated immediately upon written notice by Blue Plus to Provider in the event that Blue Plus acquires evidence of the potential for patient harm or of potential fraudulent or



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illegal conduct on the part of Provider or any of Provider's Health Care Professionals with regard to the practice of medicine, claim submission, health care professional eligibility, the delivery of care under this Agreement or in the event of any sanction, 1) by CMS under the Medicare program; or (2) by the Minnesota Department of Human Services under a Minnesota Health Care Program.

5. Blue Plus reserves the right to terminate the Agreement upon 30 days' prior written notice to Provider with respect to any Provider or Health Care Professional of Provider which fails to complete the credentialing or recredentialing process or is sanctioned or reprimanded by any review organization, including but not limited to, any other health insurer or health plan, peer review organization, hospital medical staff or any state licensing board. The Provider agrees to immediately notify Blue Plus in writing of any such sanction or reprimand or any investigation of any Provider or Health Care Professional of which Provider is aware. If the sanction or reprimand is limited to a single Health Care Professional, then the termination shall be effective as to that Health Care Professional only.
 6. Blue Plus shall have the right to terminate Provider's participation in benefit plans (including but not limited to the Minnesota Advantage Health Plan, political subdivisions, and Workers' Compensation) if Provider is determined by DHS to be out of compliance with Minnesota Statutes, Section 256B.0644 (requiring providers to accept medical assistance patients) or any other applicable laws. Provider shall notify Blue Plus immediately in event of such non-compliance. The termination shall be effective as of the first date of such non-compliance.
 7. If the Agreement is terminated according to Article X. B. 1., above, and the Provider and Blue Plus are in the process of pursuing an updated Agreement, the terms and conditions of this Agreement shall continue in effect until one of the Parties gives written notice that negotiations are at an end. During this time, Provider and Blue Plus agree to abide to the terms and conditions of this Agreement and pay claims according to the rates in effect on the date notification was provided to the other Party.
 8. In the event that Blue Plus does not receive any claims submitted by Provider for a 12-month period, Blue Plus may terminate the Agreement upon the expiration of that 12-month period.
 9. If Provider plans to relocate its practice outside of the contracting service area served by this Agreement, Provider must immediately notify Blue Cross of such plans, and Blue Plus shall terminate the Agreement effective upon the date of the relocation, providing prior written notice to Provider. If such change of address has occurred and Provider failed to notify Blue Plus, Blue Plus shall immediately terminate the Agreement.
 10. Blue Plus shall terminate the Agreement upon 30 days' notice to Blue Plus of Provider's addition to the CMS Preclusion List.
 11. In the event of a Provider acquisition or expansion, Blue Plus shall in its sole discretion, determine if a participating agreement will be extended to the acquired entity and/or additional locations of Provider.
- C. Obligations. Termination shall not relieve Blue Plus or Provider of obligations with respect to Health Services furnished prior to the termination date. In certain cases, Subscribers have the right to continue care with Provider for up to 120 days after the effective date of termination, as permitted by Minnesota Statute 62Q.56. Provider shall also provide to all Subscribers who are in an active course of treatment advance written notice of the termination of the Agreement prior to the effective date of termination. Such notice shall specify the effective date of such termination of this Agreement and shall indicate that Provider will become nonparticipating on the effective date of termination. If such notice is not provided, Provider



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may not collect from the Subscriber more than the amount allowed by Blue Plus. For Minnesota Advantage Health Plan and Federal Employee Plan Subscribers only, if the Agreement terminates during a calendar year, all the terms of the Agreement will continue until the end of the current calendar year.

- D. Arbitration. The Parties agree that any disputes or controversies related to this Agreement shall be subject to mandatory binding arbitration. For all disputes or controversies that arise on or after the effective date of this Agreement, and in any manner are related to this Agreement, the Parties agree that the exhaustion of all review and appeal rights set forth in the Provider Policy & Procedure Manual will first be completed prior to commencing arbitration. The Provider Policy & Procedure Manual sets forth the time limits for commencing arbitration, venue, source of arbitration rules, the process to invoke arbitration, and other limits on arbitration. The terms of this provision (including the terms included in the Provider Policy & Procedure Manual) will survive termination and/or expiration of the Agreement and supersede and replace any and all previous provisions regarding arbitration between the Parties.

Article XI - Complaint and Inquiry Procedures

- A. Provider's Responsibilities. Provider shall report all Subscriber complaints it receives to Blue Plus and comply with Blue Plus' reporting requirements. Provider and Blue Plus shall cooperate in the resolution of all such complaints in accordance with the provisions of the Provider Policy & Procedure Manual.
- B. Appeals. Provider and Subscriber shall have the right to appeal Utilization Review decisions through Blue Plus' Utilization Review Process as set forth in the Provider Policy & Procedure Manual.

Article XII - Confidentiality; Non-Interference

- A. Confidentiality Requirements. The Parties shall maintain in strict confidence during the term of this Agreement, and subsequent thereafter, except as required by law or for reporting to any third party who has entered into, or proposed to enter into, a Subscriber Contract on behalf of the Subscriber: 1) all Subscriber information that identifies a specific Subscriber (including health and medical record information); 2) all quality improvement and utilization review information; and 3) all financial information related to this Agreement, except as otherwise authorized or required by law, including but not limited to Minnesota Statutes 62J.81, or as required to administer this Agreement. The Parties agree to abide by any applicable state and federal laws regarding confidentiality and use best efforts to protect confidential information from any unauthorized and unwarranted disclosure. In the event that either Party breaches this confidentiality provision, the affected Party, in addition to all other remedies available under law, shall be entitled to injunctive or equivalent relief. The offending Party also agrees to pay reasonable attorney's fees incurred as a result of breach of this provision. This paragraph shall survive termination of this Agreement.
- B. HIPAA Compliance. Pursuant to the federal Health Insurance Portability and Accountability Act ("HIPAA") and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, Provider agrees to abide by all pertinent instructions in the Provider Policy & Procedure Manual and to comply with those Acts and requirements in all respects.

Article XIII - Miscellaneous

- A. Transplant Services. Other than for kidney and cornea transplants, this Agreement shall not apply to any transplant services unless a separate agreement is fully executed between Blue Plus and Provider.



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- B. Assignment. This Agreement shall inure to the benefit of and shall bind the successors of both Parties to the Agreement, but it shall not be assigned or transferred by Provider without the written consent of Blue Plus, such consent not to be unreasonably withheld. Provider agrees that the terms for payment under this Agreement may be assigned to a Plan Sponsor.
- C. Trademarks/Service Marks. Each Party to this Agreement reserves the right to, and control of the use of, its names and all symbols, trademarks and service marks presently existing or hereafter established with respect to it. Provider authorizes Blue Plus to use Provider's name or names, including address(es), and telephone number(s), in an ethical and reasonable manner for purposes of promotion and advertising. Except as authorized herein, each Party agrees that it will not use the names, symbols, trademarks or service marks of the other Party in advertising, promotion, on the Party's website(s), or in any other manner without the prior written consent of the other Party and will cease any and all usage immediately upon termination of this Agreement. Blue Plus shall have sole responsibility for all advertising and promotion and for solicitation of Subscribers for its programs, unless the Provider is given express prior written permission to do so by Blue Plus.
- D. No Third Party Beneficiaries. Nothing herein contained shall be construed to confer any right or cause of action upon any person, group, firm, corporation or public official other than the Provider and Blue Plus (and in any event including with respect to Blue Plus, Blue Plus' Affiliates) or Plan Sponsor, and except for the Subscriber protection provisions of this Agreement.
- E. Independent Contractors. Blue Plus and Provider are and shall continue to be independent entities and not agents or representatives of the other.
- F. Invalid Provisions; Governing Law. This Agreement shall be governed by the laws of the State of Minnesota and any applicable federal laws or rules. In the event one or more provisions of this Agreement is invalidated, the remainder of the Agreement will remain enforceable. This Agreement may be amended unilaterally by Blue Cross as required due to changes in state or federal law, regulations, rules and/or agency guidance due to changes in accreditation standards and / or guidance, or upon demand by a state or federal agency or accreditation body. Any such amendment will be effective the date so required or demanded.
- G. Entire Agreement; Amendments. This Agreement and the documents referenced herein constitute the entire Agreement between Blue Plus and Provider regarding the specific subject matter of this Agreement. This Agreement supersedes any prior agreements and amendments, written or verbal, issued prior to the effective date of this Agreement and relating to the same specific subject matter. Except as expressly authorized in this Agreement, no amendments or modifications to this Agreement shall be valid unless in writing and signed by both Parties.
- H. Force Majeure. Neither Party shall have any liability for any delay, failure to perform, or damages caused by acts of nature, war, terrorism, pandemic or any other causes reasonably beyond its control. In the event of pandemic influenza or other pandemic as declared by the U.S. Government or the World Health Organization, Blue Plus shall have the right to extend the term of the Agreement until 90 days after the pandemic has been declared over, and Provider shall not terminate this Agreement prior to the expiration of this 90-day period.
- I. Waiver. No waivers of or to this Agreement shall be valid unless in writing signed by the Party to be charged with such waiver. No waiver by either Party of any breach or violation of any provision of this



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Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

- J. Ambiguities. Each Party has participated fully in the review of this Agreement and has had the opportunity to review said Agreement with such Party's legal counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- K. Survival. No termination or expiration of this Agreement shall affect the rights and obligations of the Parties which have accrued prior to the effective date of termination or expiration.
- L. Cumulative Rights. All rights and remedies of Blue Plus and Provider, respectively, under this Agreement are cumulative, and the exercise by a Party hereto of any rights or remedy herein provided will be without prejudice to the right to exercise any other right or remedy of such Party herein provided all of which are expressly reserved.
- M. Headings. Section headings are for reference only and shall not be used in construing this Agreement.
- N. Provider Merger and Expansion. In the event the Provider expands their practice to additional locations or acquires, is acquired by, or merges into or with a third party health care provider that also has a participating provider agreement in effect with Blue Plus at the time of such acquisition or merger, then Blue Plus will in its sole discretion, determine whether or not, and the extent to which, this Agreement shall be extended to apply to any such location and/or the participating provider agreement of such third party health care provider, will be applicable, control and/or be effective. Blue Plus shall also have sole discretion regarding whether to offer a contract to Provider for additional locations/sites. Notification of any material business transactions, such as a merger or acquisition, must be provided to Blue Plus no later than 60 days prior to the finalization of the transaction.



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Addendum to the Blue Plus Referral Health Professional Provider Service Agreement for Public Health Nursing Clinic Services

The Blue Plus Referral Health Professional Provider Service Agreement ("Agreement") between Blue Plus and Provider ("Provider"), to which this Addendum is to be attached and by reference becomes a part thereof, shall be amended as provided in this Addendum.

The purpose of this Addendum is to establish the terms and conditions under which Provider will provide Health Services for eligible Subscribers for Health Services covered under a Minnesota Health Care Program. For purposes of the services detailed in this Addendum, Provider is not required to hold an Aware Provider Service Agreement.

In the event of conflict between terms and provisions detailed in this Addendum with those occurring in the Agreement, such terms and provisions as stated in this Addendum shall take precedence with respect to the subject matter detailed herein.

Blue Plus and Provider agree that this Addendum and the Agreement apply only to Health Services as detailed herein and that the eligible Health Services as defined herein are applicable only to Subscribers who are covered under a Minnesota Health Care Program.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I: DEFINITIONS

The following term as used in this Addendum shall have the meanings as ascribed to them below:

- A. "Certified Public Health Nurse (CPHN)" means a registered nurse who is licensed and providing services within the scope of practice as defined in Minnesota Statutes, and who is certified in public health nursing by the Minnesota Board of Nursing or who received certification from the Minnesota Department of Health prior to January 1990.

ARTICLE II: COVERED HEALTH SERVICES

- A. Services Provided. Only services performed by qualified Public Health Nurses and allowed by DHS shall be eligible for reimbursement when provided to Subscribers. Provider will not be considered a participating provider for any other Health Services unless Blue Plus and Provider enter into a separate written agreement with regard to any such other Services.



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- B. Service Standards. Health Services shall be eligible for reimbursement by Blue Plus under the terms of the Agreement only when performed by (1) a Certified Public Health Nurse; or (2) a licensed Registered Nurse, under supervision by a Certified Public Health Nurse.
- C. Provider agrees to abide by all terms of the Agreement, including but not limited to the CMS delegation requirements which are detailed in the Blue Cross Provider Policy & Procedure Manual.

ARTICLE III: CARE COORDINATION

- A. Consent. Provider shall secure from each Subscriber treated a signed consent form that gives Provider permission to share information on diagnosis, treatment and results of laboratory tests with the Subscriber's Primary Care Clinic. Upon receipt of such consent, Provider agrees to send a report to the Subscriber's Primary Care Clinic of all Health Services provided, and to refer the Subscriber to the Primary Care Physician for care as needed.
- B. Provider shall perform as Blue Plus' delegate, in accordance with Government Programs Care Coordination guidelines available at: <https://carecoordination.bluecrossmn.com/msho/>

ARTICLE IV: PAYMENT

- A. Terms. Blue Plus will pay Provider for eligible Health Services at the lesser of Provider's Regular Billed Charge or 100% of the Blue Plus medical assistance fee schedule as determined by Blue Plus. However, (1) for procedure code S9123 only, Blue Plus shall pay Provider at the rate of \$180.00 for Health Services; and (2) for procedure code S9445 only, Blue Plus shall pay Provider at the rate of \$86.40 for Health Services.

ARTICLE V: REVISIONS AND TERMINATION

- A. Blue Plus reserves the right to revise or terminate the Agreement upon 30 days' prior written notice to Provider in the event that the State of Minnesota changes or terminates the benefit under which Health Services are provided to Blue Plus Minnesota Health Care Program Subscribers under this Addendum.

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 4
Title of Item for Consideration: Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP)	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a Public Health Emergency Preparedness grant project agreement dated 2021.	
Background: Since 2002, Chisago County Public Health has entered into an agreement with the Minnesota Department of Health to perform grant duties for the health of the population of Chisago County. These grant funds are intended to assist in increasing and maintaining operational readiness across the following six domain areas: • Community resilience • Incident management • Information management • Counter measures and mitigation • Surge management • Bio surveillance Attachment(s): • Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP). The suggested motion is as follows: <i>“Move to approve the Minnesota Department of Health Community Health Board Grant Project Amendment – Public Health Emergency Preparedness (PHEP).”</i>	
Implications of Action: Approval of this grant project agreement will allow Chisago County Health & Human Services to receive funding to ensure operational readiness and PHEP Plan execution in a public health emergency. Budget/Financial Implications: This Grant is to be funded by the MN Department of Health. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

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

DATE: July 1, 2022

ATTACHMENT: Amendment

CONTACT FOR MDH: Esther Ashley 651/201-5717, esther.ashley@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
Name of MDH Grantee: Chisago County Community Health Board	Grant /Project Agreement Number: 161332	Total Grant Funds (all funding sources): \$221,172
Grantee SWIFT Vendor Number: 0000197284	Period of Performance Start Date: 7/1/2019	Total State Grant Funds: \$0.00
SWIFT Vendor Location Code: 001	Period of Performance End Date: 6/30/2024	Total Federal Grant Funds: \$221,172

Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the amendment.

Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number (effective April 2022)	DUNS/UEI Name: Chisago, County of DUNS/UEI Number: 103919879 GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	Not to exceed 10% of actual costs
Is The Award for Research and Development?	☐ Yes ☒ No
Project Description	Public Health Emergency Preparedness
Name of Federal Awarding Agency	U.S. Department Health and Human Services Center for Disease Control and Prevention (CDC).
Assistance Listing Name and Number (Formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	Assistance Listing Name: Public Health Emergency Preparedness Assistance Listing Number: 93.283
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU90TP922026

Federal Award Date <i>(Date MDH received federal grant)</i>	TBD
Amount of funding from this federal award MDH is issuing to Grantee:	\$221,172
Total Amount of Federal Award Received by MDH	TBD

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	7/1/2019	Current Project Amendment Amount	\$58,536
Original Grant Project Agreement Expiration Date:	6/30/2024	Original Grant Project Agreement Amount:	\$52,805
Current Grant Project Agreement Expiration Date:	6/30/2024	Previous Project Amendment(s) Total:	\$109,831
Requested Grant Project Agreement Expiration Date:	Not Applicable	Requested Total Grant Project Agreement Amount:	\$221,172

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “MDH”) and Chisago County Community Health Board Rm 239 Center City, MN 55012 (hereinafter “Grantee”).

Recitals

- MDH has a grant project agreement with Grantee identified as SWIFT Contract #161332 | SWIFT PO # 3000066745 (“Original Grant Project Agreement”) to provide measurable and sustained progress in the implementation and execution of Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal and Territorial Public Health. This preparedness program is authorized under the federal Public Health Service (PHS) Act of 1944, as *amended* (PHS Act) (42 USC §247d-(3) (b)). If applicable, contingent supplemental emergency response awards are authorized under 42 USC § 247b-(a) and (d)] subject to available funding and other requirements and limitations under 42 U.S.C. §243 .
- This amendment provides supplemental federal funding based on continuation funding from CDC for Budget Period 4 (BP4) grant duties, exercises, plans and other deliverables. Funding for this budget period requires the successful completion and acceptance of all duties and deliverables including AARIPs by the State prior to June 30, 2023.
- MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck-out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 4. “Consideration and Payment” is amended as follows:

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid on a reimbursement basis only.

Each specific Budget Period award is available only for the specific Budget Period for which it is awarded. Funds remaining and not fully liquidated at the end of each Budget Period will be cancelled and will not be available to the GRANTEE in any subsequent Budget Period. GRANTEE shall maintain separate accounting records and source documentation for each award; funds may not be comingled.

Public Health Emergency Preparedness (PHEP) Awards

Award Name	Budget Period	Award Amount
Budget Period 1 PHEP	Budget Period 1 July 1, 2019-June 30, 2020	\$40,805
Budget Period 2 PHEP	Budget Period 2 July 1, 2020-June 30, 2021	\$41,099
Budget Period 3 PHEP	Budget Period 3 July 1, 2021-June 30, 2022	\$42,332
Budget Period 4 PHEP	Budget Period 4 July 1, 2022-June 30, 2023	~~\$42,036~~ To Be Determined
Budget Period 5 PHEP	Budget Period 5 July 1, 2023-June 30, 2024	\$ To Be Determined

Cities Readiness Initiative (CRI) Awards

Award Name	Budget Period	Award Amount
Budget Period 1 CRI	Budget Period 1 July 1, 2019-June 30, 2020	\$12,000
Budget Period 2 CRI	Budget Period 2 July 1, 2020-June 30, 2021	\$12,000
Budget Period 3 CRI	Budget Period 3 July 1, 2021-June 30, 2022	\$14,400
Budget Period 4 CRI	Budget Period 4 July 1, 2022-June 30, 2023	~~\$16,500~~ To Be Determined
Budget Period 5 CRI	Budget Period 5 July 1, 2023-June 30, 2024	\$ To Be Determined

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed ~~\$162,636~~ \$221,172.

4.2 Terms of Payment.

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

Invoice Submission Schedule

Invoice Due	Invoice Activity Period	Deadline for Receipt
1st Quarter	July 1 -30 September	October 31
2nd Quarter	October 1- December 31	January 31
3rd Quarter	January 1- March 31	April 30
4th Quarter/ BP Final Invoice	April 1- June 30	July 31

The State reserves the right to deny payment of invoices not received within thirty (30) days of the invoice deadline.

(b) *Federal Funds*. Payments under this grant project agreement will be made from federal funds obtained by the STATE through 42 U.S.C. §247d-3b, CFDA number 93.069 including public law and all amendments. The Notice of Grant Award (NGA) number is pending. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

REVISION 2 Clause 11. "Telecommunications Certification" is added as follows:

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

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[signatures on next page]

APPROVED:**1. State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 5
Title of Item for Consideration: MN Department of Health Project Agreement Amendment – Follow Along Program	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a grant project agreement dated 10/1/19 through 9/30/24.	
Background: The Master Grant Contract is written for a five year period between the Minnesota Department of Health and the County Community Health Board and acts as an umbrella grant to disburse funds for each Grant Project Agreement. Chisago County Health and Human Services has a grant project agreement with the Minnesota Department of Health to: • offer enrollment in the Follow Along Program to all families with a child identified as being at high risk • provide program information to local community partners • provide families information and resources about early childhood typical developmental milestones, and • initiate referrals when a developmental concern is identified The purpose of this grant agreement amendment is to include implementation of the follow along program partnerships quality improvement project. Attachment(s): • MN Department of Health Project Agreement Amendment for the Follow Along Program • Attachments Exhibits E- F • Community Health Board Agreement, it contains Exhibits A - D	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MN Department of Health Project Agreement Amendment for the Follow Along Program. The suggested motion is as follows: <i>“Move to approve the MN Department of Health Project Agreement Amendment for the Follow Along Program.”</i>	
Implications of Action: Approval of this Amendment will allow Chisago County Health and Human Services to continue to provide early childhood developmental and social-emotional outreach, screening and follow-up activities to eligible families in the community. Budget/Financial Implications: Minnesota Department of Health grant funds appropriated to Chisago County Public Health Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	

Administrator's Recommendation			
Approve 	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

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

DATE: July 1, 2022

ATTACHMENT: Amendment

CONTACT FOR MDH: Sarah Dunne, 651-201-3654, sarah.dunne@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
Name of MDH Grantee: Chisago County Community Health Board	Grant /Project Agreement Number: 167520	Total Grant Funds (all funding sources): \$143,920
Grantee SWIFT Vendor Number: 0000197284	Period of Performance Start Date: 10/1/2019	Total Federal Grant Funds: \$143,920
SWIFT Vendor Location Code: 001	Period of Performance End Date: 9/30/2024	

Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the amendment.

Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number	DUNS/UEI Name: Chisago, County of DUNS/UEI Number: GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	Up to 10%
Is the Award for Research and Development?	☐ Yes ☒ No
Project Description	To distribute federal Title V Maternal Child and Block Grant funds to Community Health Boards to support maternal and child health efforts.
Name of Federal Awarding Agency	DHHS - HRSA
Assistance Listing Name and Number (Formerly <i>Catalog of Federal Domestic Assistance</i>, "CFDA")	Assistance Listing Name: Social Security and Part C of Individuals with Disabilities Education Act Assistance Listing Number: 93.994 and 84.181A
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NGA: BO4MC32551
Federal Award Date (Date MDH received federal grant)	10/1/2019
Amount of funding from this federal award MDH is issuing to Grantee:	\$143,920
Total Amount of Federal Award Received by MDH	\$12,359,030

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	10/1/2019	Current Project Amendment Amount	\$20,000
Original Grant Project Agreement Expiration Date:	9/30/2024	Original Grant Project Agreement Amount:	\$41,150
Current Grant Project Agreement Expiration Date:	9/30/2024	Previous Project Amendment(s) Total:	\$82,770
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$143,920

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "MDH") and **Chisago County Community Health Board, 313 North Main Street, Room 239, Center City, MN 55012** (hereinafter "Grantee").

Recitals

- MDH has a grant project agreement with Grantee identified as **167520** ("Original Grant Project Agreement") to distribute federal Title V Maternal and Child Health Block Grant funds to Community Health Boards to support local maternal and child health activities. Congress has appropriated funds to assist states in implementing and maintaining their statewide systems of early intervention services (CFD 84.181A).
- The grant agreement is being amended to add federal funds and revise Grantee's duties to include implementation of a Follow Along Program Partnerships Quality Improvement project. Grantee will develop partnerships with other early childhood programs to improve identification of developmental concerns in young children.
- MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

- The GRANTEE shall: complete the duties as set for in Exhibits A (Grantee's Duties and Responsibilities), B (Work Plan for 10/2/2019 through 9/30/2020), and E (FAP Partnerships Projects Work Plan). The Grantee must complete its work in conformity with Exhibit C (Minnesota Follow Along Program (FAP) Index of Standards). Exhibits A, B, ~~and C~~ and E are attached and incorporated into this agreement. The grantee must submit a new work plan by August 1 of each succeeding federal fiscal year, and once approved by the State's Authorized Representative, the work plan will be incorporated into this Project Agreement.

REVISION 2. Clause 4. "Consideration and Payment" is amended as follows:

4. *Consideration and Payment.*

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) *Compensation.* The GRANTEE will be paid compensation not to exceed \$41,150 for the time period October 1, 2019 – September 30, 2020 according to the breakdown of costs contained in Exhibit D, which is attached and incorporated into this agreement. The breakdown of costs for this amendment are attached in Exhibit F. The Grantee will be required to submit a detailed budget for each succeeding year of this grant agreement on August 1st before each budget period, and once approved by the State's Authorized Representative, will be incorporated as part of this grant project agreement:

<u>Budget Period</u>	<u>Title V</u>	<u>FAP</u>
October 1, 2019 - September 30, 2020	\$39,126	\$2,024
October 1, 2020 – September 30, 2021	\$39,285	\$2,100
October 1, 2021 – September 30, 2022	\$39,285	\$2,100
<u>July 1, 2022 – July 30, 2023</u>		<u>\$20,000</u>
October 1, 2022 – September 30, 2023	\$ TBD	
October 1, 2023 – September 30, 2024	\$ TBD	

Any carryforward for Title V will be determined by the State's Authorized Representative.

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed the amount specified in the Grantee's annual award letter from the State for the time period 10/01/2019 – 09/30/2024. An additional \$20,000, independent of the award letter amounts, is added for the purpose of reaching additional partners for the Follow Along Program for the period 7/1/2022 through 6/30/2023.

(c) *Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibits D and F) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: The GRANTEE must submit invoices within 30 days of the end of the invoice period. The GRANTEE will choose either to submit invoices on a monthly or quarterly basis and will hold to this schedule unless a request to change is submitted to the STATE's Authorized Representative. Invoices must be submitted by sending to:

Health.LPHAInvoiceSubmission@state.mn.us. Include the GRANTEE name and "Title V" in the subject line. Expenses for this amendment can be included on the regular invoice FAP line, submitted quarterly. The last invoice for the amendment period of 7/1/22 through 6/30/23 should be submitted no later than 7/10/2023.

(b) *Federal Funds.* Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title V, CFDA number 93.994 of the Social Security Act 1935, including public law and all amendments. The Notice of Grant Award (NGA) number is BO4MC32551. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(c) Matching Requirements. The GRANTEE will provide at least a 50 percent match for the federal funds received through the Title V, Maternal and Child Health Block Grant. Eligible funds must be used to meet match requirements. GRANTEE certifies that the matching requirement, for the grant, will be met by GRANTEE. The matching funds requirement does not apply to the amendment funds for the period 7/1/22 through 6/30/23.

REVISION 3. Clause 10. "Telecommunications Certification" is added as follows:

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

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

[signatures on next page]

APPROVED:**1. State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: Janet ReiterTitle: Chisago County AttorneyDate: 6/28/2022**3. Minnesota Department of Health**

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Minnesota Department of Health Grant Award Cover Sheet

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

DATE: October 1, 2019

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Kathy Wick, Assistant Division Director, 651-201-4870, Kathy.wick@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Chisago County Community Health Board	Grant Agreement/Project Agreement Number	Total Grant Funds (all funding sources): \$41,150
Grantee SWIFT Vendor Number: 0000197284	Period of Performance Start Date: 10/1/2019	Total State Grant Funds: \$0
SWIFT Vendor Location Code: 001	Period of Performance End Date: 9/30/2024	Total Federal Grant Funds: \$41,150

Notice to Grantee about Federal Funds

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

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: Chisago, County of : DUNS Number: 103919879
Grantee's Approved Indirect Cost Rate for the Grant	Up to 10%
Is The Award for Research and Development?	☐ Yes ☒ No
Project Description	To distribute federal Title V Maternal Child and Block Grant funds to Community Health Boards to support maternal and child health efforts
Name of Federal Awarding Agency	DHHS - HRSA
CFDA Name and Number (Catalog of Federal Domestic Assistance)	CFDA Name: Social Security and Part C of Individuals with Disabilities Education Act CFDA Number: 93.994 and 84.181A
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NGA: B04MC32551
Federal Award Date - Estimated (Date MDH received federal grant)	October 2019 - January 31, 2020
Total Amount of Federal Award Received by MDH	Estimated for first two year periods - \$12,359,030



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

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

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00064("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes 145.882 and 144.05, Sections (b) and (f) is empowered to distribute federal Title V Maternal and Child Health Block Grant funds to Community Health Boards to support local maternal and child health activities. Congress has appropriated funds to assist states in implementing and maintaining their statewide systems of early intervention services (CFDA 84.181A); and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. ***Term of Agreement.***
 - 2.1 ***Effective date.*** This grant project agreement shall be effective on October 1, 2019. Grantee is eligible for payment for all services satisfactorily performed from the effective date notwithstanding the date all required signatures are obtained.
 - 2.2 ***Expiration date.*** September 30, 2024, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. ***Grantee's Duties and Responsibilities.*** The GRANTEE shall: complete the duties as set forth in Exhibits A (Grantee's Duties and Responsibilities) and B (Work Plan for 10/1/2019 through 9/30/2020). The Grantee must complete its work in conformity with Exhibit C (Minnesota Follow Along Program (FAP) Index of Standards). Exhibits A, B, and C are attached and incorporated into this agreement." The Grantee must submit a new work plan by August 1 of each succeeding federal fiscal year, and once approved by the State's Authorized Representative, the work plan will be incorporated into this Project Agreement.
4. ***Consideration and Payment.***
 - 4.1 ***Consideration.*** The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) *Compensation.* The GRANTEE will be paid compensation not to exceed \$41,150, for the time period October 1, 2019 – September 30, 2020 according to the breakdown of costs contained in Exhibit D, which is attached and incorporated into this agreement. The Grantee will be required to submit a detailed budget for each succeeding year of this grant agreement on August 1st before each budget period, and once approved by the State's Authorized Representative, will be incorporated as part of this grant project agreement:

<u>Budget Period</u>	<u>Title V</u>	<u>FAP</u>
October 1, 2019 - September 30, 2020	\$39,126	\$2,024
October 1, 2020 – September 30, 2021	\$ TBD	\$TBD
October 1, 2021 – September 30, 2022	\$ TBD	\$TBD
October 1, 2022 – September 30, 2023	\$ TBD	\$TBD
October 1, 2023 – September 30, 2024	\$ TBD	\$TBD

Any carryforward for Title V will be determined by the State's Authorized Representative.

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed the amount specified in the Grantee's annual award letter from the State for the time period 10/01/2019 – 09/30/2024.

(c) *Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit D) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: The GRANTEE must submit invoices within 30 days of the end of the invoice period. The GRANTEE will choose either to submit invoices on a monthly or quarterly basis and will hold to this schedule unless a request to change is submitted to the STATE's Authorized Representative. Grantee shall submit all FAP expenses on one invoice by May 31st as long as there are actual incurred costs to support the claim. Invoices must be submitted by sending to: Health.LPHAInvoiceSubmission@state.mn.us. Include the GRANTEE name and "Title V" in the subject line.

(b) *Federal Funds.* Payments under this grant project agreement will be made from federal funds obtained by the STATE through Title V and Part C, CFDA number 93.994 and 84.181A of the Social Security and Individuals with Disabilities Education Act 1935, including public law and all amendments. The Notice of Grant Award (NGA) number is BO4MC32551. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the STATE to the GRANTEE. In the event of such a termination, GRANTEE is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(c) *Matching Requirements.* The GRANTEE will provide at least a 50 percent match for the federal funds received through the Title V, Maternal and Child Health Block Grant. Eligible funds must be used to meet

match requirements. GRANTEE certifies that the matching requirement, for the grant, will be met by GRANTEE

5. **Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. **Ownership of Equipment.** Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C or, for Notice of Grant Awards issued on or after December 26, 2014, in accordance with Code of Federal Regulations, Title 2, Subpart A, Chapter II, Part 200. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. **Authorized Representatives.**

7.1 **STATE's Authorized Representative.** The STATE's Authorized Representative for purposes of administering this grant project agreement is Kathy Wick, Assistant Division Director, P.O. Box 64882, St. Paul MN 55164-0882, 651-201-4870, Kathy.wick@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

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

8. **Termination.**

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

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

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

funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

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

[Remainder of this page intentionally left blank.]

APPROVED:

1. GRANTEE

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

By: *Rickard Greene*

Title: *Chisago County Commissioner*

Date: *9/18/19*

By: *CEB*

Title: *Chisago County Administrator*

Date: *9/18/19*

2. STATE AGENCY

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

By: *Monica Long*

Title: *9/18/19 Director*

Date: *9/18/19*

Dawn Udean - MDH
Accounting Supervisor Principal
10/3/19

Distribution:

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

MONICA LONG, DIRECTOR CHISAGO COUNTY HAS

CHISAGO COUNTY

SEP 18 2019

CEB BOARD APPROVED

REVIEWED BY:

Grant Reiter
Chisago County Attorney Date *9/11/2019*

Exhibit A:



GRANTEE'S Duties and Responsibilities

Title V

Funds must be used as outlined in Minnesota Statutes 145.882, Subd. 7 **Use of block grant money.** Maternal and Child health block grant money allocated to a community health board under this section must be used for qualified programs for high risk and low-income individuals. Block grant money must be used for programs that:

1. Specifically address the highest risk populations, particularly low-income and minority groups with a high rate of infant mortality and children with low birth weight, by providing services, including prepregnancy family planning services, calculated to produce measurable decreases in infant mortality rates, instances of children with low birth weight, and medical complications associated with pregnancy and childbirth, including infant mortality, low birth rates, and medical complications arising from chemical abuse by a mother during pregnancy.
2. Target pregnant women whose age, medical condition, maternal history, or chemical abuse substantially increases the likelihood of complications associated with pregnancy and childbirth or the birth of a child with an illness, disability, or special medical needs;
3. Address the health needs of young children who have or are likely to have a chronic disease or disability or special medical needs, including physical, neurological, emotional, and developmental problems that arise from chemical abuse by a mother during pregnancy;
4. Provide family planning and preventive medical care for identified target populations, such as minority and low-income teenagers, in a manner calculated to decrease the occurrence of inappropriate pregnancy and minimize the risk of complications associated with pregnancy and childbirth;
5. Address the frequency and severity of childhood and adolescent health issues, including injuries in high risk target populations by providing services calculated to produce measureable decreases in mortality and morbidity;
6. Address preventing child abuse and neglect, reducing juvenile delinquency, promoting positive parenting and resiliency in children, and promoting family health and economic sufficiency through public health nurse home visits under section 145A.17; or,
7. Address nutritional issues of women, infants, and young children through WIC clinic services.
8. Report all programmatic and financial data requested by the state into Red Cap or a method prescribed by the state.

Grantee must send the State the following information on any subcontracts it intends to enter into prior to entering into the subcontracts: services to be provided, the time period of the subcontract, the amount to be subcontracted, the name of the subcontractor, if known.

All requested information related to federal Title V Maternal and Child Health Block Grant budget, expenditures, and activities must be completed by the dates requested.

Title V Maternal and Child Health Block Grant funds may not be used for reimbursement for travel and subsistence expenses incurred outside the state unless Grantee has received prior written approval from the STATE's Authorized Representative.

Individuals whose income is at or below 100 percent of Federal Poverty Guidelines and receiving Title V funded services cannot be charged a fee for services provided. Services shall not be denied based on inability to pay. Sliding fees imposed on families above 100 percent of Federal Poverty Guidelines and

Exhibit A:



GRANTEE'S Duties and Responsibilities

receiving Title V services must be adjusted to reflect the income, resources, and family size of the individual who receives the services.

No residency requirements for services other than state residence can be imposed. Non-Community Health Board residents must be served or referred to the appropriate local public health department.

Funds can be used for payment of services only after third-party payments are utilized.

Cash payments cannot be made to intended recipients of health services. Title V Maternal and Child Health Block Grant funding cannot be used for inpatient services except for high-risk pregnancy women and infants or to children with special health care needs.

Arrangements shall be made for communications to take place in a language understood by the maternal and child health service recipient. All written materials developed to determine client eligibility and to describe services provided under this funding will be understandable to the eligible population.

Services will be provided in keeping with program guidelines of the Minnesota Department of Health and guidelines of accepted professional groups such as the American Academy of Pediatrics, American College of Obstetricians and Gynecologists, and the American Public Health Association.

Title V Maternal and Child Health Block Grant funds cannot be used to provide and/or arrange sterilizations without the prior written approval of the Minnesota Department of Health. Agencies approved to use federal funds to provide and/or arrange for sterilization are required to follow federal procedures and to provide written documentation in this regard on a quarterly basis. (This is not applicable to provision of information only concerning sterilizations.)

The Community Health Board will not use Title V Maternal and Child Health Block Grant funds for any item or service (other than an emergency item or service) furnished by an individual or entity convicted of a criminal offense under the Medicare or any other state health care program (i.e., Medicaid, Maternal and Child Health, or Social Services Block Grant Programs).

Title V Maternal and Child Health Block Grant funds may not be used for purchase of equipment costing more than \$5,000 per unit and with a useful life exceeding one year, or to purchase or make land or facilities improvements.

Exhibit A:



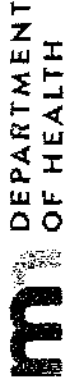
GRANTEE'S Duties and Responsibilities

Follow Along Program

The STATE, pursuant to Minnesota Statute §125A.30 is directed to reduce families' need for future services, and especially parents with premature infants, or infants with other physical risk factors associated with learning or development complications, implement interagency child find systems designed to actively seek out, identify, and refer infants and young children with, or at risk of, disabilities.

1. Implement, at a minimum, Level 1 activities in each of the six categories of the Follow Along Program (FAP) Index of Standards for families living within the GRANTEE'S jurisdiction (Exhibit C: FAP Index of Standards).
2. Assure all families that have a child 0-36 months of age referred to Help Me Grow and do not qualify or accept early intervention services have the opportunity to enroll in or continue with the FAP.
3. Implement, as appropriate, one or more of the quality improvement enhancements recommended by MDH in the annual standards summary.
4. Report all required financial and programmatic data into the reporting system as prescribed and provided by the state.
5. One FAP staff person per agency must participate in at least two regional FAP meetings per year (in person or by conference call when offered) during this project agreement for training/technical assistance purposes.

Exhibit B: Work Plan



Community Health Board Name: CHISAGO COUNTY CHB

Title V MCH Block Grant Work Plan

Revised: 10/19/2019 - September 30, 2020

Please provide a brief description of the activities you intend to support with the Title V MCH Block Grant during the period of 10/01/2019 through 09/30/2020.

Activity (Examples include home visiting, Follow Along Program, family planning services, etc.)	Population to be served (please choose from: pregnancy women, infants, children and adolescents, children with special health care needs, and other.)	Expected # of individuals/families reached	If you will be subcontracting for this activity (please list the name of subcontractor, amount of the contract, and short description of the activities they will perform.)
Family Home Visiting	(FHV) serves pregnant women, infants and children.	35 families/children	
Metro Alliance for Healthy Families (Healthy Families of America)	(MAHF)- Intensive home visiting program for all pregnant women and children up to age 4 with high risk factors.	46 families/children	
Family Planning Education	Parents enrolled in Family Home Visiting including MAHF.	81 families	
Follow Along Program	Children from birth to age 3 with special health care needs.	225 active Follow Along Program participants. Follow Along Program pamphlet mailed to 550 households with a new birth.	

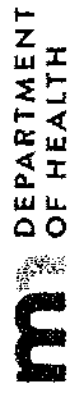


Exhibit B: Work Plan

Community Health Board Name: CHISAGO COUNTY CHB

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Minnesota Follow Along Program (FAP) Index of Standards

Statewide Goal Statements

- Collaborate with partners to increase the awareness and capacity in the community for screening resources and services for children birth to 3 years of age.
- Promote early identification of health, developmental and social emotional concerns of children birth to 3 years of age.
- Support families in their role as caregivers by providing typical growth and development anticipatory guidance and early childhood resources and services available in the community.
- Monitor the developmental and social-emotional health of children birth to 3 years of age through the use of the Ages & Stages Questionnaires™ and provide feedback to caregivers.
- Facilitate early referrals to connect families with prevention and intervention services through local health, education and human services programs.
- Review and share data with internal and external stakeholders regarding population-level outcomes of developmental and social-emotional screening, referrals to community services, and follow up activities.

The FAP Index of Standards is a self-assessment tool that defines local public health activities related to the coordination and delivery of community-level early childhood developmental and social-emotional outreach, screening, referral, and follow-up activities for families with children 0-3 years of age. **Always begin at the top of the left column (Level 1) under each Category heading and check which activities your FAP consistently used during 2017 in each level of the six categories: Target Population, Outreach, Screening Periodicity and Materials, Response to Caregivers and Follow-up, After Referral: Connection to Services, and Program Evaluation.** An assessment of the local agency's current practice will help inform quality improvement recommendations, as well as statewide technical assistance needs.

COUNTY/CHB NAME & NAME OF
PERSON(S) COMPLETING THE FORM:

Category 1: Target Population

**Identified target populations are children birth to 3 years of age.*

Meets Expectations Level 1		Exceeds Expectations Level 2		Best Practice Level 3	
START HERE ☐ Children referred and found not eligible by Help Me Grow/Part C. ☐ Children enrolled through the on-line FAP enrollment system. ☐ At least two targeted populations. Examples include, but not limited to (Please check): ☐ Birth Defects Information System (BDIS) ☐ Child care providers/licensing ☐ Child Protection/Child Welfare ☐ Early Childhood Family Education (ECFE) ☐ Early Hearing Detection and Intervention (EHDI) ☐ Family Home Visiting (FHV) ☐ High Blood Lead Level* ☐ High Risk Birth Certificate* ☐ Medicaid/Child & Teen Checkups		☐ No family with a child under 36 months of age requesting enrollment will be turned away. ☐ Five or more targeted populations. (Check the populations checked in Level 1 again and any new ones for a total of 5 or more): ☐ Birth Defects Information System (BDIS) ☐ Child care providers/licensing ☐ Child Protection/Child Welfare ☐ Early Childhood Family Education (ECFE) ☐ Early Hearing Detection and Intervention (EHDI) ☐ Family Home Visiting (FHV) ☐ High Blood Lead Level* ☐ High Risk Birth Certificate* ☐ Medicaid/Child & Teen Checkups		☐ All children living within the jurisdiction. (Standards related to coordinating with other screening providers to avoid duplication are found in Category 3.)	

☐ MFIP ☐ Out-of-home placement ☐ Parent Support Outreach Program (PSOP)* ☐ WIC ☐ Other	☐ MFIP ☐ Out-of-home placement ☐ Parent Support Outreach Program (PSOP)* ☐ WIC ☐ Other	☐ Complete (all are checked above)  ☐ Partial (at least one activity is checked above)	☐ Complete (all large boxes are checked above)  ☐ Partial (at least one activity is checked above)	☐ Complete (all are checked above)
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Local Program Goals List goals or action steps that the local program will address in this category over the next year.
 (Note: Completion of this area is optional/for use by the local FAP agency.)

- 1.
- 2.
- 3.

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

Category 2: Outreach

Meets Expectations



START HERE

Meets Expectations Level 1	Exceeds Expectations Level 2	Best Practice Level 3
☐ FAP agency intentionally embeds ongoing enrollment opportunities for the targeted populations (as identified in Category 1). This should include, • Provide FAP outreach materials, such as brochures*, posters* and flyers* to other programs serving the target population. • Attend staff meetings with other program staff serving the target population on an annual basis to provide information and answer questions about FAP.	☐ All families that have a newborn with a high risk birth certificate receive information (via mail or in-person) when their child is 0-4 months of age (using high risk birth certificate information*). This should include, • FAP information and expected periodicity of connections with the family. • Enrollment forms and/or access to on-line enrollment. ☐ Include specific information about the local FAP agency's use and periodicity of the ASQ-3/ASQ:SE2 instruments for C&TC outreach providers and/or other county liaisons to share during annual educational outreach visits to local clinics.	☐ All families with a newborn receive information (via mail or in-person) when their child is 0-4 months of age (using birth certificate information*). This should include, • Initial developmental milestone information and family-friendly wording about the importance of developmental screening*. • FAP information and expected periodicity of connections with the family. • Enrollment forms and/or access to on-line enrollment. • All or parts of an age-appropriate ASQ-3 interval, as an example.
☐ FAP outreach materials are provided to C&TC outreach providers and/or other county liaisons to be included in annual educational outreach visits to local clinics.	☐ Include program information, including a link to the FAP on-line enrollment web page www.health.state.mn.us/mnfap/ on local websites and other marketing materials when possible.	☐ Collaborate with C&TC outreach providers annually to maintain an updated list of local clinics that tracks whether they are using developmental and social-emotional screening instruments during well-child checkups, and if so, which tools (ASQ-3, ASQ:SE2, etc.) and at which intervals.
☐ Annual connection with local Early Childhood Special Education (ECSE)/Help Me Grow providers (via e-mail, letter or in-person meeting*) to promote consistent offering of FAP enrollment for children not eligible for Part C.		☐ FAP agency intentionally embeds ongoing enrollment opportunities within other county-based programs that serve families with young children, such as WIC, FHV, C&TC, PSOP, MFIP, Child Care
☐ Annual review of DHS early childhood mental health grantees designated and trained to serve families 0-3 within the jurisdiction. https://edocs.dhs.state.mn.us/lfsrver/Public/DHS-5448D-ENG . This includes a brief connection with each agency to learn more		

about referral procedures, wait list expectations and services availability.		Subsidy, foster care, child protection, child care licensing, car seat checks. ☐ FAP agencies provide outreach materials annually, such as brochures*, posters* and flyers*, to community agencies that serve families with young children, such as clinics, child care providers, early intervention/HMG, libraries, churches, community centers, ECFE classes, adoption agencies, homeless shelters, and specialty hospitals. ☐ Include in the annual connection with ECSE noted in Level 1: annual data on how many referrals the FAP agency has received <u>from ECSE</u> AND how many children the FAP agency has referred <u>to ECSE</u> (direct and gave information)*. ☐ Review working relationship(s) with local early childhood mental health (ECMH) providers and/or children's mental health interagency and collaborative groups. Enhance as appropriate to provide updated information about FAP and to assure the FAP agency is aware of ECMH resources, referral steps, and services that families may access.
☐ Partial (at least one activity is checked above)  ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above)  ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)

Local Program Goals <i>List goals or action steps that the local program will address in this category over the next year.</i> <i>(Note: Completion of this area is optional/for use by the local FAP agency.)</i> 1. 2. 3.
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**Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.*

...

Category 3: Screening Periodicity and Materials		
Meets Expectations Level 1	Exceeds Expectations Level 2	Best Practice Level 3
☐ Review the local screening periodicity and/or requirements for the county's Family Home Visiting program annually and coordinate FAP periodicity as necessary for children enrolled in both programs. ASQ-3 Developmental Screening ☐ Caregivers receive three ASQ-3 intervals throughout the program duration. An interval will be provided once during each of the following age ranges: • 0-12 months • 13-24 months • 25-36 months ASQ:SE-2 Social-Emotional Screening ☐ Caregivers receive one ASQ:SE-2 interval on or before their child reaches 24 months. (The 18 month interval is recommended.) Other Materials ☐ Information about Early Childhood Screening* is included with an ASQ mailing sent to caregivers. The 36 month is recommended.	ASQ-3 Developmental Screening ☐ Caregivers receive more than the Level 1 screening periodicity. Two ASQ-3 intervals per year are recommended. ASQ:SE-2 Social-Emotional Screening ☐ Caregivers receive at least one ASQ:SE-2 during each of the following age ranges: • 0-12 months • 13-24 months • 25-36 months Other Materials ☐ A FAP Family Services form* is included with an ASQ mailing at least once during the family's enrollment in the program to assist in the coordination of services a family is utilizing and to connect the family to other community services as requested.	ASQ-3 Developmental Screening ☐ Caregivers will receive the following ASQ-3 intervals: 4, 8, 12, 16, 20, 24, 30, 36 months, unless periodicity adjustments have been identified (see below). ASQ:SE-2 Social-Emotional Screening ☐ Caregivers will receive the following ASQ:SE-2 intervals: 6, 12, 18, 24, 30, 36 months, unless periodicity adjustments have been identified (see below). Periodicity Adjustments ☐ When the FAP agency is aware a child's caregiver is completing ASQs as part of Child and Teen Check-up/well child clinic appointments, consider adjusting the FAP- ASQ periodicity as appropriate to avoid duplication. Other Materials ☐ If a caregiver has not returned an ASQ after three weeks, agencies will send a reminder* to caregivers (via mail, e-mail or phone). ☐ Upon enrollment and with parental consent, notify the child's health care provider of the child's participation in the FAP, the periodicity of screening tools used and the expectations for future communication between FAP and the

		provider if developmental concerns arise (via letter* or other preferred method). ☐ A FAP Family Services form* is included with an ASQ mailing at least once per year.
☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Completion of this area is optional/for use by the local FAP agency.) 1. 2. 3.		

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

Category 4: Response to Caregiver and Follow-Up

A. Follow-Up with "On-Target" Score (Typical Development for ASQ-3 and ASQ:SE-2)

Meets Expectations Level 1	Exceeds Expectations Level 2	Best Practice Level 3
START HERE  A letter or e-mail* notifying the caregiver of their child's typical development will be sent within 15 working days, that includes: ☐ Timeframe for when the next interval will be sent. ☐ FAP contact information for questions/concerns.	Letter or e-mail* also includes: ☐ ASQ learning activities for the child's current developmental stage. ☐ Resources and helpful information related to developmental questions the caregiver noted on the ASQ (toilet training, nutrition, etc.).	☐ Letter or e-mail* will be sent within 10 working days. ☐ Letter or e-mail also includes availability of early childhood community services and other age-appropriate developmental/parenting information. Examples include: • Help Me Grow/IEIC resources* • ECFE information and other early childhood education information • "Learn the Signs. Act Early." CDC materials: http://www.cdc.gov/ncbddd/actearly/milestones/ • CDC Positive Parenting resources: http://www.cdc.gov/ncbddd/childdevelopment/positiveparenting/
☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above) 	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above) 	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Completion of this area is optional/for use by the local FAP agency.) 1. 2. 3.		

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

4B. Follow-Up when the score falls in the Monitoring Zone on the ASQ:SE-2 and/or in 1 or 2 domains on the ASQ-3

***Note: if a child has 3 or more areas in the ASQ-3 monitoring zone, "Beyond the Cut-off" (4C.) follow-up standards should be used.**

Meets Expectations Level 1	Exceeds Expectations Level 2	Best Practice Level 3
A letter or e-mail* notifying the caregiver of their child's typical development will be sent within 15 working days, <i>that includes:</i> ☐ Timeframe for when the next interval will be sent. ☐ FAP contact information for questions/concerns.	Letter or e-mail* also <i>includes:</i> ☐ Reference to the child's monitoring zone score and the included activities to focus on before the next mailing. ☐ Anticipatory guidance materials for the child's current developmental stage, such as: • ASQ-3/ASQ:SE2 learning activities* • Domain-specific ASQ learning activities* for the areas in the monitoring zone. ☐ Resources and helpful information related to developmental questions the caregiver noted on the ASQ (toilet training, nutrition, etc.).	☐ Letter or e-mail* will be sent within 10 working days. Letter or e-mail also <i>includes:</i> ☐ Domain-specific ASQ learning activities* for the areas in the monitoring zone. ☐ Availability of early childhood community services and other age-appropriate developmental/parenting information. Examples include: • Help Me Grow/EIC resources* • ECFE information and other early childhood education information • "Learn the Signs. Act Early." CDC materials: http://www.cdc.gov/ncbddd/actearly/milestones/ • CDC Positive Parenting resources: http://www.cdc.gov/ncbddd/childdevelopment/positiveparenting/index.html ☐ Routinely consider additional actions at the agency's discretion: • Review risk/enrollment information, ASQ score history. • Consider rescreening in 2 months with in-between interval.

		- Consider referral options if monitoring score is in 2 domains on the ASQ-3 or if the child had a monitoring score in the same domain or ASQ:SE-2 on the previous interval. - Consult with local ECSE/Early Intervention provider for advice.
☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Completion of this area is optional/for use by the local FAP agency.) 1. 2. 3.		

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

4C. Follow-Up when there is a "Beyond the Cut-Off" Score • in one or more domains of the ASQ-3 (or when there are 3 or more domains in the monitoring zone); • in the total score of the ASQ:SE-2; and/or • when the caregiver response has indicated a developmental concern in the Overall section of the questionnaire.		
Meets Expectations Level 1	Exceeds Expectations Level 2	Best Practice Level 3
☐ Contact caregiver (via phone, mail or e-mail) and review areas of concerns within 15 working days. (Phone is recommended) ☐ If the developmental concern has been resolved after communicating with the caregiver or other situations arise that don't lead to a referral, resume standard periodicity. ☐ If developmental concerns remain, offer to make a direct Help Me Grow referral to the local Early Intervention contact or the MN Help Me Grow toll-free referral phone number or on-line referral website www.helpmegrowmn.org . * Encourage the caregiver to schedule an appointment with the child's primary health care provider as soon as possible.	☐ Contact caregiver within 10 working days. ☐ When developmental concerns remain and after discussing the concerns with the caregiver, send a follow-up letter* to the caregiver that includes: • ASQ-/ASQ:SE screening results/summary, • Referrals made and/or encouraged with contact information, • Expected next steps, • Encouragement to schedule an appointment with the child's primary health care provider as soon as possible and share the screening results, • FAP contact information for questions and concerns.	☐ Contact caregiver within 7 working days. ☐ If the developmental concern has been resolved after communicating with the caregiver or other situations arise that don't lead to a referral, contact the caregiver to check-in and/or rescreen using an in-between ASQ interval within 2 months. If developmental concerns remain, and after discussing the concerns with the caregiver, ☐ Include screening results/summary with the Help Me Grow referral to the local Early Intervention contact or through the statewide toll-free phone number or on-line referral form for an early intervention assessment/ evaluation www.helpmegrowmn.org . ☐ Make a direct connection with the child's primary health care provider and/or send a summary or letter informing of ASQ results and referrals made.
☐	☐	☐

• The local Early Intervention contact or the MN Help Me Grow toll-free phone number and the web site. • Recommendation to schedule an appointment with the child's primary health care provider. • For social-emotional concerns, also include the contact information for the local early childhood mental health agency/provider that is designated as a DHS grantee: https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-5448D-ENG. • FAP contact information for questions and concerns.		☐ For social-emotional concerns, make a direct referral and send screening results to the local early childhood mental health (ECMH) agency/provider that is designated as a DHS grantee: https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-5448D-ENG or another ECMH provider that may be able to serve the family.
☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above)  ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Completion of this area is optional/for use by the local FAP agency.) 1. 2. 3.		

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

Category 5: After Referral: Connection to Services			
Meets Expectations Level 1	START HERE ↓	Exceeds Expectations Level 2	Best Practice Level 3
☐ Actions to be taken if the FAP is made aware of Part C eligibility determination: • if the child qualifies for early intervention services, the agency should discuss with the family whether they would like to continue enrollment in FAP. • If the child does not qualify, continue enrollment in FAP.	☐ Within 45 days of making a Help Me Grow and/or Early Childhood Mental Health referral or providing the caregiver with referral contact information, follow up with the caregiver and/or the referral source to assure connections have been made and obtain eligibility information. (at least two attempts via phone or e-mail) ☐ If the child <u>does not qualify</u> for early intervention services, consider providing the parent/caregiver with additional information about early childhood activities, resources, and programs as appropriate.	☐ Within two weeks of making a Help Me Grow and/or Early Childhood Mental Health referral, follow up with the caregiver and/or the referral sources to assure that connections have been made and next steps have been identified. (at least two attempts via phone or e-mail)	☐ Complete (all are checked above)
☐ Complete (all are checked above) ☒	☐ Partial (at least one activity is checked above) ☒ Complete (all are checked above) ☒		☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Completion of this area is optional/for use by the local FAP agency.) 1. 2. 3.			

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

Category 6: Program Evaluation

Meets Expectations



Level 1 START HERE

☐ Agency will submit an annual export file to MDH upon request.

☐ At least one program staff will attend 2 of the 4 regional quarterly meetings by conference call or in-person and share program activities and quarterly data as requested by MDH.

☐ Conduct internal FAP staff meeting annually to review annual data and program improvement recommendations from MDH.

☐ Review program materials and forms annually and update as necessary (e.g. letter templates, the Family Services form, etc.).

☐ Agencies may consider removing families from the active client list after three consecutive ASQ no-returns* to save funding on administrative time and postage. Agencies may wish to notify families of their removal from the program and provide agency contact information to request continued enrollment.

☐ Assure any new staff that will be scoring ASQ-3/SE-2s and or talking with families about screening results are provided adequate training such as, on-site

Exceeds Expectations

Level 2

☐ A FAP family satisfaction survey* will be distributed to a percentage of active families **every two years**. A brief summary of results will be shared with MDH and as appropriate, internal and external partners.

☐ Agency will compile a **FAP Annual Report*** that highlights program data and activities from the recent reporting year. Brief themes from the family satisfaction survey should be included in the annual report.

☐ FAP Annual Report will be shared with MDH and as appropriate, internal management and external partners.

☐ Plan for and work toward implementation of **one** program improvement recommendation received in the Standards summary from MDH or another locally-determined improvement strategy. *(Provide a brief description of the program improvement your agency will work on in the Local Program Goals section below.)*

Best Practice

Level 3

☐ A FAP family satisfaction survey* will be distributed to a percentage of active families **annually**. A brief summary of results will be shared with MDH and as appropriate, internal and external partners.

☐ Agency will include **trend data** (FAP data compared over several years) in the FAP Annual Report*, as well as other elements, such as successful collaboration with other community-level agencies and program-level themes of ASQ results (such as which intervals are returned most frequently, which have higher concern rates identified, or if there are similar factors among children identified with concerns).

☐ Plan for and work toward implementation of **two or more** program improvement recommendations received in the Standards summary from MDH or other locally-determined improvement strategies. *(Provide a brief description of the program improvements your agency will work on in the Local Program Goals section below.)*

shadowing/mentoring, visiting a neighboring county to learn from trained FAP staff, ASQ-3/ASQ:SE-2 webinar, or viewing the ASQ-3 and ASQ:SE-2 training DVDs (available from MDH; Shawn Holmes).		
☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)	☐ Partial (at least one activity is checked above) ☐ Complete (all are checked above)
Local Program Goals List goals or action steps that the local program will address in this category over the next year. (Note: Please complete this section if you checked the Program Improvement activity in Level 2 or Level 3 above. Otherwise this area is optional/for use by the local FAP agency.) 1. 2. 3.		

*Denotes supportive materials available in the FAP Toolkit that agencies may use and/or customize.

Exhibit D

Budget and Match Federal Fiscal Year 2020

Grantee Information

Grantee Agency: Chisago County Public Health Department

Contact Person for Budgets: Beverly Anderson

Phone number: (651) 213-5625

Email address: Bev.Anderson@chisagocounty.us

Budget Period: 10/01/2019 to 09/30/2020

This form is used to capture the summarized budget information. Please enter zero (0) in the Total Proposed Amount column if no grant funds will be expended in a line item.

Be sure to double check your calculations as errors could result in a delay in executing a grant agreement. Use whole dollar amounts, no decimals.

<u>Line Item</u>	<u>Title V Amount</u>	<u>FAP Amount</u>
1. Salary and Fringe	\$39,126	\$2,024
2. Contractual*	\$0	\$0
3. Travel	\$0	\$0
4. Supplies and Expenses	\$0	\$0
5. Other	\$0	\$0
6. Subtotal	\$0	\$0
7. Indirect	\$0	\$0
8. Total	\$39,126	\$2,024

*9. Contractual Arrangements

List all contractual arrangements you intend to have for the federal fiscal year 2020 time period below including name of contractor if known, amount of contract, activities covered by the contract, and the dates of the services being provided.

<u>Contractor</u>	<u>Annual amount of contract</u>	<u>Activities covered by contract</u>	<u>Dates of Services Provided</u>

Exhibit D

10. Title V MCH Block Grant Match Requirements

Minnesota Statutes 145.882, subd. 3 (b) requires that a Community Health Board that receives Title V MCH Block Grant funding shall provide at least a 50 percent match for all funds received. Eligible funds that can be used to meet match requirements include funds from local property taxes, reimbursements from third parties, fees, other funds, donations, nonfederal grants, or state funds received under the local public health grant defined in section 145A.131, that are used for maternal and child health activities. Maternal and child health activities are described in Minnesota Statute 145.882, subd. 7.

List how you intend to meet your match requirements for 10/01/2019 – 9/30/2020:

Third party reimbursements, local property taxes and LPH Grant funds.

Follow Along Program Partnerships Project Work Plan

Community Health Board/Local Public Health Agency: Chisago County Public Health

Project Objective 1: Develop and implement an online referral process for the Follow Along Program.

Activities	Start Date	End Date	Key Staff and Partners
1. By July 31, 2022, create and send out calendar invites on-going meetings with Part C service provider coordinators and other partners to develop a process for referral to and from Part C service providers for all children that are referred, but do not qualify for Part C Services up to age 5.	July 1, 2022	July 31, 2022	Debra Madsen, Follow Along Program Coordinator Kay Winterfeldt, Chisago County Public Health Supervisor Alyssa Jackson and Rob Benner, Help Me Grow/Saint Croix Regional Education District, Early Childhood Services Coordinators (SCRED) Christine Johnson and Karlene Smith, Child Protection Supervisors

2. By July 31, 2022, create and complete a definitive hand-off referral process/procedure and QR code to expand the Follow Along Program process up to age 5.	July 1, 2022	July 31, 2022	Debra Madsen Kay Winterfeldt Alyssa Jackson and Rob Benner Christine Johnson and Karlene Smith
3. By August 31, 2022, hold the first monthly meeting with 75% attendance and evaluate to determine the frequency that meetings are needed to be held; at the minimum of quarterly.	July 1, 2022	July 31, 2022	Debra Madsen Kay Winterfeldt Alyssa Jackson and Rob Benner Christine Johnson and Karlene Smith
4. By August 31, 2022, develop an internal Excel spreadsheet to track referrals from Part C service providers, Child Protection staff and others. Excel spreadsheet is used ongoing for statistical data collection from referral sources/partners.	July 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt
6. Hold ongoing meetings with partners who will provide their program information and resources. Meeting discussions will include: Assessment of how the process is flowing and if there are any areas of improvement or change needed.	July 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt Alyssa Jackson and Rob Benner

- Review of ASQ screening results that indicated to “monitor” or have “failed” for which they were then referred for services by a Registered Nurse/Public Health Nurse.
- Review of referral sources and if there are any new partners or resources available.

Christine Johnson and
Karlene Smith
Jennifer Schmidt, PHN
Chisago County Public
Health

Project Objective 2: Develop and distribute FAP packets, magnets, postcards, bookmarks, and handouts to promote awareness of FAP amongst partners and families.

Activities	Start Date	End Date	Key Staff and Partners
1. By August 31, 2022, work with vendor to print Follow Along Program magnets to be included in the packets. The magnets will provide Follow Along Program information, QR code, and the link to the website to sign up.	July 1, 2022	August 31, 2022	Debra Madsen Kay Winterfeldt
2. By June 30, 2023, distribute FAP packets and handouts (with QR code) to partners as well as all Chisago County Licensed Family Home Childcare Providers to better know how to connect their families to the Follow Along Program.	September 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt Chisago County Licensed Family Home Childcare Providers Chisago County community partners Chisago County Health and Human Services

3. By June 30, 2023, provide outreach and education to new Daycare providers on the Follow Along Program, including distributing information to them.	September 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt
4. By June 30, 2023, distribute magnets, postcards, bookmarks, packets, and handouts on the Follow Along Program at Public Health activities and outreach events in the community.	September 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt
Project Objective 3: Participate in grant monitoring activities.			
Activities	Start Date	End Date	Key Staff and Partners
1. Participate in quarterly meetings with MDH Follow Along Program Coordinator to monitor progress on grant objectives.	July 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt
2. Complete and submit invoices and project reports based on project expenses on a quarterly basis. (Project report template will be developed and agreed upon by MDH and grantee).	July 1, 2022	June 30, 2023	Debra Madsen Kay Winterfeldt

FAP Partnerships Project

Budget Summary and Justification

Community Health Board / Local Public Health Agency:	Chisago County Public Health
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1. SALARY AND FRINGE

Staff Position (Name and Title)	Hourly Rate	Total Annual Salary	% Fringe*	Total Annual Fringe	FTE on Project	Project Salary	Project Fringe	Line Total
Debra Madsen	22.93	\$ 47,694.40	51%	\$ 24,324.14	0.27	\$ 12,877.49	\$ 6,567.52	\$ 19,445.01
		\$ -		\$ -		\$ -	\$ -	\$ -
TOTAL SALARY AND FRINGE								\$ 19,445.01

2. TRAVEL

Mileage		
Purpose of Travel	# of Miles	Mileage Rate
		\$ 0.56
		\$ 0.56
SUBTOTAL MILEAGE		\$ -

Other Travel Costs

Description (e.g., parking, lodging for..., etc.)	Quantity	Rate	Line Total
		\$ -	\$ -
		\$ -	\$ -
SUBTOTAL OTHER TRAVEL COSTS			\$ -

TOTAL TRAVEL COSTS

\$ -

3. SUPPLIES AND EXPENSES

Description	Quantity	Unit Cost	Line Total
Follow Along Program Magnets- \$.65 per magnet Sunshine Printing	500	\$ 0.65	\$ 325.00
Postage for mailing ASQ/ASQ SE - \$1.26 per envelope * 3 mailings for ages 3-5	50	\$ 3.78	\$ 189.00
Colorful Introduction paper for first mailings		\$ -	\$ 40.99
		\$ -	\$ -
TOTAL SUPPLIES			\$ 554.99

FAP Partnerships Project
Budget Summary and Justification

4. CONTRACTUAL

Description (Include name of entity or recipient of subcontract, work to be performed, and a cost breakdown in the description)	Line Total
	\$ -
	\$ -
	\$ -
	\$ -
TOTAL CONTRACTUAL	\$ -

5. OTHER

Description	Quantity	Unit Cost	Line Total
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL OTHER			\$ -

6. SUBTOTAL

\$ 20,000.00

7. INDIRECT

indirect cost rate being requested (%):

TOTAL INDIRECT \$ -

8. TOTAL FUNDS REQUESTED

\$ 20,000.00

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 6
Title of Item for Consideration: Professional/Technical Services Contract between Survey Systems Incorporated and Chisago County	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services will be conducting a Community Health Survey of a random sampling of Chisago County residents to determine what needs and concerns exist in the community. A larger region Community Health Survey was completed in 2014 which included Chisago County as well as Pine, Isanti, Kanabec and Mille Lacs counties. Chisago County Health & Human Services believes that gathering updated information specific to Chisago County will be very valuable in creating strategies and objectives that we can then implement with other community partners. Under the contract with Survey Systems Incorporated they would be responsible for designing and printing the survey and reminder postcards as well as mailing them out and compiling the survey data. Attachment(s): Prof./Tech. Services Contract between Survey Systems Incorporated and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Survey Systems Incorporated and Chisago County. The suggested motion is as follows: <i>“Move to Approve the Professional/Technical Services Contract between Survey Systems Incorporated and Chisago County”</i>	
Implications of Action: Approval of this contract will allow Survey Systems Incorporated to assist Chisago County Health & Human Services in completing their Community Health Survey. Budget/Financial Implications: This agreement will be funded with Statewide Health Improvement Program funds and a nominal amount of budget levy dollars Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved 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
SURVEY SYSTEMS INCORPORATED 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 Survey Systems Incorporated, 3650 Kent Street, Shoreview, MN 55126, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02 and 145A, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically completion of a Community Health Survey 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 July 7, 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. **PARTIES DUTIES.** The PARTIES will:

A. COUNTY DUTIES:

1. The County will provide the survey questions to the Contractor.

B. CONTRACTOR DUTIES:

1. The Contractor will design and print the Community Health Survey using the questions provided by the County.
2. The Contractor will design and print reminder postcards.
3. The Contractor will address the mailing envelopes.
4. The Contractor will assemble the surveys, affix sufficient postage and mail surveys to a random sample of Chisago County residents in two mailings. The first mailing will consist of 3,500 surveys. The second mailing will consist of 3,150 surveys.
5. The Contractor will affix sufficient postage and mail reminder postcards to those who haven't responded.
6. The Contractor will collect and compile the survey results and send a final survey data file to the Minnesota Department of Health by September 16, 2022.
7. The contractor will do an online webdesign, 3 month Web hosting, download responses and run a raw Data Report.

ANTICIPATED TIMELINE: In the event that the Contractor is unable to complete the following tasks by the date indicated, the Contractor will inform the County in writing of their proposal for a revised timeline.

July 28 - Final approval to print for survey & letter layout
August 8 – All survey materials printed, mailing file received and verified
August 11 – First mailing of 3,500 surveys goes out
August 22 – Reminder postcards mailed
September 1 – Second mailing of 3,150 (approx.) surveys
September 16 – Final survey data file sent to MDH for analysis

- C. The terms of the 2022 Chisago County Community Health Survey Pricing are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and that of the referenced document the terms set forth herein shall control.

III. CONSIDERATION AND TERMS OF PAYMENT.

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

1. Compensation of: Seven thousand dollars [\$7,000.00] payable within 30 days of the effective date of this contract as stated in Paragraph I – Term of Contract. The remaining balance will be paid according to the terms in Paragraph III(B) – Terms of Payment.
2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS [\$17,500.00].

- 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, Director
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651)213-5685
E-Mail: Robert.Benson@chisagocountymn.gov
Fax: (651)213-5685

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

Name: Stacey Nelson
Address: 3650 Kent Street Shoreview, MN 55126
Telephone: (651)-631-0480
E-Mail: stacey@sur-sys.com
Fax:

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. Also, in the event of such a cancellation, the County is entitled to a return of any unspent monies from the initial payment of \$7,000.00.
- 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. 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.
- D. 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. 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.

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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

APPROVED:

1. CONTRACTOR: Survey Systems Incorporated

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: Rick Greene, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Survey Systems

3650 Kent Street
Shoreview, MN 55126
(651) 631-0480

Estimate

Date	Estimate #
6/15/22	21997

Name / Address
Ciana Burrell Community Health Services Administrator Chisago County 6133 402nd St North Branch MN 55056

Project
Chisago County

Description	Qty	Cost	Total
CHISAGO COUNTY HEALTH SURVEY ONLINE OPTION			
Online Form Design	1	350.00	350.00
Web Hosting (time period coverage is 3 months)	1	135.00	135.00
Download response (PER RESPONSE)	1	0.45	0.45
Raw Data Report	1	35.00	35.00
Prices good for 60 days, please call with any questions.		Total	\$520.45

Customer Signature _____

Survey Systems

3650 Kent Street
Shoreview, MN 55126
(651) 631-0480

Estimate

Date	Estimate #
6/20/22	21999

Name / Address
Ciana Burrell Community Health Services Administrator Chisago County 6133 402nd St North Branch MN 55056

Project
Chisago County

Description	Qty	Cost	Total
CHISAGO COUNTY HEALTH ASSESSMENT PROJECT			
Form Design, 8 Page Survey Two Color	1	280.00	280.00
Letter Design, Qty 2, One sided - Black/White	2	15.00	30.00
Postcard Design, White 100# stock Black/White	1	10.00	10.00
Envelopes Design, Qty 2, 9x12 outgoing & 6x9 Business Reply	2	10.00	20.00
Printing Survey, Qty 6650, 8 pages	1	2,990.00	2,990.00
Printing Letter #1, Qty 3500	1	221.00	221.00
Printing Letter #2, Qty 3150	1	221.00	221.00
Postcard Printing Addressed, Qty 3500	1	523.00	523.00
Outgoing 9x12 Envelope Addressed, Qty 6650	1	2,489.00	2,489.00
Business Reply Envelope 6x9 Printed, Qty 6650	1	1,050.00	1,050.00
Assemble Forms for Mailing	6,650	0.165	1,097.25
Overlaying/Slugging ID Setup	1	35.00	35.00
Overlay Special ID onto forms	6,650	0.045	299.25
Outgoing Postage, Qty 6650	6,650	0.96	6,384.00
(1) 8pg survey, (1) letter and (1) 6x9 business reply envelope			
Outgoing Postage, Qty 3500	3,500	0.35	1,225.00
(1) 4x6 Postcard			
Delivery to Post Office	3	30.00	90.00
Surveys Return Cost/Process			
Scan Template/Setup \$95			
Prep/Scan Per Survey .355 ea			
BRE Postage .838 ea			
Comments Hand Entered if Needed \$35/hr			
Prices good for 60 days, please call with any questions.		Total	\$16,964.50

Customer Signature _____



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 6, 2022**

TAB # 7

Payment of County's Warrants & Miscellaneous Bills

Bills Paid \$972,890.34

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, June 15, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, June 15, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

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

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

On motion by DuBose, 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. **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 Montzka, seconded by Dunne, the Board moved items 1-6 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:44 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – SP 013-591-001 Lindstrom Trail TA Project
- 3.) R&B Committee Recommendation – County Transportation Plan Update Contract
- 4.) R&B Committee Recommendation – 2022 Pavement Maintenance Project
- 5.) R&B Committee Recommendation – County Road 86 Paving Project
- 6.) R&B Committee Recommendation – CSAH 26 Roundabout Project SAP 013-626-007
- 7.) Minutes from the June 1, 2022 Meeting

8.) 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.

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

10.) Snowmobile Maintenance and Grooming Application – Wild River Snowmobile Club

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

On motion by Montzka, seconded by DuBose, the Board moved to approve Resolution No. 22/0615-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving a Conditional Use Permit for a Church and Future Gymnasium and Warming Kitchen Expansion at 45268 Brunswick Road / CR 63, Fish Lake Township, Parcel # 03.00223.00. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/0615-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the James Birkholz & Judith Erickson Pleasant Valley Orchard, Conditional Use Permit Amendment in order to expand their existing orchard operation at 17325 Pleasant Valley Rd., Franconia Township, Parcel # 04.00186.00. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to **deny** the Jim Goodpaster and Sherry Timmermann Goodpaster, Jim & Sher Investments LLC application for a Conditional Use Permit to allow a Rural Retail Tourism winery and gathering venue at 32XXX Upland Road, PID #08.00251.35, Shafer Township due to the following findings:

- 1) The subject 5.66 acre Agriculturally zoned property is too small to accommodate the intensive development proposal. Similar other requests on larger 20-acre tracts have caused impactful disruption to less densely developed areas of the county.
- 2) The proposed use would adversely impact and disrupt neighborhood place of existing nearby residential properties. The subject property is located on Upland Road amongst residentially developed properties and the proposed use on the subject property is not sufficiently compatible with the neighborhood place and usage of these residential properties; and the subject property is not sufficiently separated by distance from those residentially developed properties.

3) The Agriculturally zoned subject property abuts a densely developed dissimilar Rural Residential RR1 Zoning District neighborhood. The existing immediately adjacent developed RR1 properties and neighborhood will be adversely impacted by the appearance and intensity of the site development and site development activities and screening is unlikely to mitigate such adverse impacts to the residential neighborhood and prevalent residential use of neighboring properties.

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

On motion by DuBose, seconded by Dunne, the Board moved to authorize and direct the Chisago County Planning Commission Proceed with Public Notification and Conduct of a Public Hearing and Review of Amendment(s) to Chisago County Zoning Ordinance Section 8.03 Functions of the Planning Commission as Presented in Draft Form and/or Amended. DuBose withdrew his motion.

On motion by DuBose, seconded by Dunne, the Board moved to authorize and direct the Chisago County Planning Commission Proceed with Public Notification and Conduct of a Public Hearing and Review of Amendment(s) to Chisago County Zoning Ordinance Section 8.03 Functions of the Planning Commission as Presented in Draft Form with an added provision drafted to include a 6-month extended term for current sitting commission members. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Montzka. **OPPOSED:** Greene.

CITIZENS FORUM

TIME – 7:11 p.m. **END TIME** – 7:11 p.m.

of SPEAKERS – 0

Public Hearing

Business Subsidy Policy Revisions – HRA/EDA

On motion by DuBose, seconded by Montzka, the Board moved to close the public hearing for considering revisions to the Business Subsidy Policy and Criteria at 7:16 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve allowing the County Administrator the authority to spend up to \$2,000 above originally allocated ARPA and CIP expenditures without seeking County Board Authority. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve up to \$30,000 of unallocated 2022 CIP funds to improve the internet wireless accessibility in the County Attorney's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the purchase of LeaseQuery using ARPA funds. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve funding the Children's Collaborative with \$118,000 of the County ARPA allocation. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve funding the Hometown Fiber Professional Services Proposal for Broadband Construction Costs and Financing Report with the County ARPA allocation, which was previously set aside for Broadband. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the purchase of the CorreTrak software for the Chisago County Jail using inmate canteen funds. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve increasing the Solid Waste Fund from \$10 to \$17, and using the Solid Waste Funds to pay for the CAP Grant Match. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve spending \$66,000 of the Records Technology Fund to complete the scanning and indexing project with TriMin. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to accept the June 8th Budget and Finance Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the 2022 State of Minnesota Annual County Boat and Water Safety Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the County Citizen Review Panel Contract for 2022 – 2027. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the emergency shelter foster care contract between Chisago County and Leah Killian-Smith and Jonah Smith. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose,

Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve Hazelden Scholarship LOA 2022-2023. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the SHIP Grant Agreement – Wyoming Elementary. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve the Professional/Technical Services Contract between Bev Anderson and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the issuance of Chisago County's ARPA Fund allocation to Cambridge-Isanti and Braham as allocated pursuant to the 2022 Chisago County ARPA School Grant Program. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the TKDA Proposal for Engineering Services Jail Demolition to be funded by ARPA not to exceed \$95,000 and internal staff to supplement the work as needed. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the MN Department of Human Services Contract to participate in the Local Collaborative Time Study. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Announce Closed Meeting (M.S. § 13D.05 Subd. 3)

Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

On motion by DuBose, seconded by Dunne, the Board moved to close the County Board meeting at 7:43 p.m. to evaluate the performance of an individual who is subject to its authority, County Administrator Chase Burnham, expressly authorized under MN Statute 13D.05 subd. 3. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board ended the closed meeting and reconvene the regular meeting at 8:35 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **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 DuBose, seconded by Dunne, the Board adjourned the meeting at 8:35 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 9
Title of Item for Consideration: Application for Exempt Permit – Pheasants Forever	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Same permit applied for on June 2 nd , 2021.	
Background: The current application is from the Pheasants Forever – Chisago County, so that the applicants can conduct a lawful raffle on February 25, 2023. The Pheasants Forever – Chisago County is a non-profit organization.	
Attachments: - LG220 Application for Exempt Permit – Pheasants Forever – Chisago County - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Pheasants Forever – Chisago County’s application to Conduct a raffle at their event on February 25, 2023. The recommended motion is as follows:	
“Move to approve the Pheasants Forever – Chisago County’s resolution to conduct a raffle at their event on February 25, 2023.”	
Implications of Action: Approving tonight’s action would allow the Pheasants Forever – Chisago County to raise money for its non-profit organization and its activities.	
Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.	
Legal/Policy Implications: The proposed activities appear to be 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 _____

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Pheasants Forever - Chisago County

Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ County: Chisago

Name of Chief Executive Officer (CEO): Tim Kane

CEO Daytime Phone: _____ CEO Email: _____

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Lent Town Hall

Physical Address (do not use P.O. box): 33155 Hemingway Avenue

Check one:

☒ City: Stacy Zip: _____ County: _____

☒ Township: Lent Zip: 55079 County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): _____

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____

(Signature must be CEO's signature; designee may not sign)

Date: _____

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

An equal opportunity employer

**Chisago County
Board of Commissioners**

EXEMPT PERMIT FOR GAMBLING

RESOLUTION NO. 22/0706-1

**APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE
FOR PHEASANTS FOREVER – CHISAGO COUNTY**

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.



CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 6, 2022

TAB#10

2022 Temporary Liquor License Requests

- Hay Days – Sno Baron's Snowmobile Club Inc.
 - 6 Separate Beer Gardens at Event
 - Temporary Wine and Strong Beer + Sunday
 - September 9-11, 2022

- Franconia Sculpture Park –
 - Beer and Wine Sales
 - August 8th, 2022

*******All Applications with the Clerk of the Board*******

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 11
Title of Item for Consideration: Bridge L0145 Replacement Professional Services Contract	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires the assistance Stonebrooke Engineering, Inc., to design the replacement bridge for structure L0145 on CSAH 16.	
Attachment(s): Professional Services Agreement with Stonebrooke Engineering Inc.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Contract. The following motion is suggested: <i>“Move to approve the Contract with Stonebrooke Engineering to design the replacement bridge for structure L0145 on CSAH 16.”</i>	
Implications of Action: Approval will authorize the County to enter a contract with Stonebrooke Engineering Inc. for professional services.	
Budget/Financial Implications: \$25,925.00, funding will come out of 03-320-6273 account.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Stonebrooke Engineering, Inc., 12279 Nicollet Avenue, Burnsville, MN 55337, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of engineering services necessary to design a replacement for bridge No. I.0145; and

WHEREAS, the CONTRACTOR has provided the County a proposal and cost estimate in which it made representations to the County that it is qualified, duly licensed 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 July 7, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until May 1, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES.** The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in the proposal of CONTRACTOR, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.
 - A. **CONTRACTOR's Duties.** CONTRACTOR shall perform those tasks described in **Attachment A**.
 - B. **County's Duties.** County shall perform those responsibilities required of the County as set forth herein.
- 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 not exceed Twenty-Five Thousand, Nine Hundred Twenty-Five and 00/100 Dollars (\$25,925.00) pursuant to **Attachment A**.

B. Terms of Payment.

CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. 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 pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, 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 defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name: Ron Benson, PE
Bridge Engineering Manager
Company: Stonebrooke Engineering, Inc.
Address: 12279 Nicollet Avenue, Burnsville, MN 55337
Telephone: 952-540-4851
E-Mail:

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 AND ASSUMPTION.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.

VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract 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 but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

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

C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals working under this contract shall remain in effect for six (6) year following the completion of the work.

D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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.

X. **MINNESOTA STATUTE §181.59.**

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

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

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, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

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

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County 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). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

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.

- XIII. **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.
- XIV. **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.
- XV. **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.

- 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: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures found on page 7)

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

APPROVED:

1. CONTRACTOR – Stonebrooke Engineering, 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:
Date:

2. COUNTY OF CHISAGO

AUTHORIZED AND APPROVED:

By:
Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina L. Vollrath, Clerk to the Board
Date:

REVIEWED AS TO FORM:

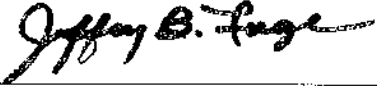
JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: June 14, 2022

EXHIBIT A

1. Project Description/Understanding

Chisago County through its Public Works – Highway Department (“County”) plans to replace Bridge No. L0145 which is located on CSAH 16 over Dry Creek. This existing bridge consists of one timber slab span. The bridge carries two lanes of traffic, one in each direction, and is approximately 18-feet long with a 24-foot roadway width. The current Structure Inventory report indicates a Local Planning Index (LPI) of 68 and an Adequate status.

Stonebrooke Engineering, Inc. (“Engineer”) understands Chisago County desires Engineer to furnish engineering services necessary to design a replacement for Bridge No. L0145 (“the Project”). This proposal assumes a precast box culvert as the replacement structure. The new bridge (box culvert) is expected to have no special aesthetic design treatments.

2. Basic Services

Based on the Engineer’s understanding of the Project, the following Basic Services are proposed.

Associated Tasks and Engineer/County responsibilities are described as follows:

1. Project Administration

- 1.1 The Engineer shall conduct Project Management duties including contract administration, maintaining the work schedule, documenting communications, documenting review comments and providing responses for submittals, and updating the project scope and budget as necessary.

2. Survey

- 2.1. The County has performed a survey of the site to locate exposed utilities, right-of-way, wetland boundaries, existing structure, topographic data around the bridge, and document existing roadway alignment.
- 2.2. The County has performed a survey of the site to obtain for the hydraulic study: stream bottom elevations, stream profile, water surface elevation, and cross sections upstream, downstream and at the bridge opening.
- 2.3. The Engineer shall contact Gopher One to obtain design locations of underground utilities. Utility information will be shown on the Survey sheets in the Project plans.
- 2.4. The Engineer shall prepare Bridge Survey Sheets to MnDOT Bridge Office standards for use in the Project plans.

3. Geotechnical

- 3.1. Soil boring(s) may be desired to determine bedrock elevations in advance of construction. Soil borings could be part of the road design project for pavement design, or taken independently. The Engineer shall coordinate with the County's Geotechnical Consultant as needed if subsurface exploration is made in the area of the bridge.
- 3.2. With assistance from the Engineer, the County shall contract services directly from a Geotechnical Consultant to review the proposed site, obtain soil borings and provide foundation recommendations as appropriate. The Engineer's coordination will be compensated as part of Task 1.

4. Regulated Waste Structure Inspection and Report

- 4.1. The Engineer shall coordinate with the County's consultant for completion of a Regulated Waste Inspection and sampling Survey. The Engineer shall include findings as appropriate in the Project Special Provisions.
- 4.2. With assistance from the Engineer, the County shall obtain services from a Consultant licensed and certified by the Minnesota Department of Health to perform asbestos and regulated waste assessments for the bridge.

5. Hydraulics

- 5.1. The Engineer shall conduct a hydraulic evaluation of the structure including determining peak flow rates, water surface elevations and scour depth.
- 5.2. The Engineer shall determine the peak flow rates for modeling the bridge. Peak flow rates will be taken from Flood Insurance Studies and compared to other available hydrology.
- 5.3. The Engineer will prepare a HEC-RAS model of the bridge to determine water surface elevations and velocities for the design flood and 500-year (or overtopping) peak flows.
- 5.4. The Engineer shall prepare a Waterway Study Report and Risk Assessment in accordance with MnDOT requirements for submittal to the County.
- 5.5. Calculations to predict scour depth are not needed for a new box culvert.

6. Structure Type Selection

- 6.1. After completion of Hydraulics and site evaluation, the Engineer shall prepare a brief email report, for County review and comment, describing recommended structure types for this site.

Justification, hydraulic impacts and preliminary cost estimates as needed shall be included in the report for discussion. At this time it is assumed that the replacement structure will be a standard precast box culvert, but this Task will at minimum provide recommended sizes and justification.

7. Project Reports & Funding

- 7.1. The County will complete the MnDOT Application for Bridge Funds – State Transportation Fund Grants and Town Bridge Funds, and obtain Project and Bridge Numbers for the replacement project from MnDOT. If requested, the Engineer will assist with these tasks as a complimentary service.
- 7.2. The County may obtain Project and Bridge Numbers for the replacement project from MnDOT. If requested, the Engineer will assist with these tasks as a complimentary service.

8. Culvert Plans

- 8.1. The Engineer shall prepare an engineering design for the selected structure type, which is assumed to be a precast concrete box culvert for the purposes of this scope. Structure design shall be based on current AASHTO LRFD Specifications and the MnDOT LRFD Bridge Design Manual. Functional and geometric requirements shall be based on MnDOT State Aid requirements.
- 8.2. Culvert plans showing proposed layout will be submitted to the County for intermediate review prior to finalizing design and calculating quantities.
- 8.3. The Engineer shall prepare Inventory and Operating Load Ratings for the new structure and provide the load rating sheet to the County, for Bridge Program Administrator approval.
- 8.4. The Engineer shall prepare culvert plans and submit to the County for review. Plans shall include quantities for the Project by item number in accordance with the 2020 MnDOT Standard Specification for Construction and Transport Item List.

9. Road Approach Plans

- 9.1. The Engineer shall prepare an engineering design of the roadway approaches to the structure, to the limits necessary for the bridge replacement and immediate approaches to meet required geometric design standards. The expected length of approach work is expected to be less than 500 feet. The vertical alignment may be adjusted slightly to accommodate the new structure and meet State Aid minimum requirements. The existing curved horizontal alignment is expected to be utilized. The County shall obtain new right-of-way if required.
- 9.2. The Engineer shall prepare traffic control plans for road closure during construction of the project. Plans shall include provisions for appropriate traffic control devices for road closure at the project, along with provisions and layout for a signed detour.

- 9.3. Road approach plans showing proposed road design and layout will be submitted to the County for intermediate review along the culvert plans, prior to finalizing design and calculating quantities.
- 9.4. The Engineer shall prepare and submit roadway approach plans including plan and profile, existing and proposed cross sections, grading quantities, erosion control, turf establishment and traffic control to the County for review. Plans shall include quantities for the Project by item number in accordance with the 2020 MnDOT Standard Specification for Construction and Transport Item List.
- 9.5. The Road Approach Plans Tasks may be modified at the direction of the County, depending on if it is decided to bid this bridge replacement project along with the larger road project for CSAH 16.

10. Final Culvert Plans and Special Provisions (Signed)

- 10.1. The Engineer shall incorporate review comments from culvert plan submittal into a revised final plan set and submit one set of certified (by signature) structure plans to the County for approval and submittal to MnDOT State Aid.
- 10.2. The Engineer shall prepare special provisions for the structure (Division SB) and submit one original certified (by signature) copy to the County.
- 10.3. The Engineer shall prepare and submit an engineer's estimate of project cost to the County for submittal to MnDOT.
- 10.4. The Engineer shall complete State Aid Plans Checklist and Lab Services Request for submittal to MnDOT.

11. Final Road Approach Plan (Signed)

- 11.1. The Engineer shall incorporate review comments from final roadway plan submittal into a revised final plan set and submit one set of certified (by signature) approach plans to the County for approval and submittal to MnDOT State Aid.
- 11.2. The Engineer shall prepare and submit an engineer's estimate of project cost to the County for submittal to MnDOT.

12. Permitting

- 12.1. The County shall review existing site conditions and communicate with agencies having jurisdictional oversight. The Engineer will coordinate with the County upon request, which could be either technical information or drawings (views from plan sheets prepared).

- 12.2. The County shall review wetland boundary maps and incorporate data into exhibits if requested by permitting agencies. Wetland delineation, if needed, will be completed by the County.
- 12.3. The County shall complete DNR, COE, watershed district permits as applicable for the Project.
- 12.4. The Engineer shall answer technical questions, such as related to the bridge hydraulics, as needed.
- 12.5. Under other Tasks, the Engineer will prepare a SWPPP for inclusion in the plans, and include all erosion control items and dewatering schematic and notes. It is assumed the Contractor shall prepare NPDES permit application and supporting documents in accordance with agency requirements if required based on project area.

13. Bidding Services

- 13.1. The County shall be responsible for advertising the Project for construction bidding. The County shall also be responsible for preparation, printing, and distribution of the Project manual, addenda processing, bid opening, and the review/analysis of bids.
- 13.2. The Engineer shall be available to answer technical questions during the bid process.

14. Construction Services

- 14.1. It is anticipated the County will be responsible for construction staking, inspection, and administration. If requested, the Engineer may assist with these tasks as a pre-authorized Supplemental Service.
- 14.2. The Engineer shall be available to answer technical questions during construction.

3. Supplemental Services

If authorized by the County, the Engineer may provide Supplemental Services. If Supplemental Services are requested, an estimated fee for these services will be provided by the Engineer prior to authorization.

4. Compensation

1. Basic Services, Estimated Fee by Task.

Compensation for Engineer's Basic Services will be made on an hourly basis estimated as shown below. Actual costs may be more or less than this estimate. The following is an estimated breakdown of the fees by Task for the Basic Services.

Task	Name	Estimated Fee
1.	Project Administration	\$685
2.	Survey (survey sheet)	\$975
3.	Geotechnical	\$0
4.	Regulated Waste Structure Inspection and Report	\$225
5.	Hydraulics	\$1870
6.	Preliminary Structure Selection	\$450
7.	Project Reports and Funding	\$0
8.	Culvert Plans	\$8,875
9.	Road Approach Plans	\$9,465
10.	Final Culvert Plans and Special Provisions (Signed)	\$1,490
11.	Final Road Approach Plans (Signed)	\$960
12.	Permitting	\$890
13.	Bid Services	\$0
14.	Construction Services	\$0
Total Estimated Cost		\$25,885.00
Estimated reimbursable expenses (deliveries, printing, etc.)		\$40.00
Total Proposed Engineering fee		\$25,925.00

5. Preliminary Project Schedule

The following represents our proposed estimated project Task completion dates. The Engineer can accommodate schedule adjustments or revisions if desired by the County.

Task Name	Estimated Completion
2.0 Survey (survey sheet)	3 weeks after notice to proceed
3.0 Geotechnical	upon notification
4.0 Regulated Waste Report*	6 weeks after notice to proceed
5.0 Hydraulics	6 weeks after notice to proceed
6.0 Structure Type Selection	8 weeks after notice to proceed
7.0 Project Reports and Funding	As needed
8.0 Culverts Plans	12 weeks after Structure Type Selection
9.0 Road Approach Plans	12 weeks after Structure Type Selection
10.0 Final Culvert Plans/Special Provisions (Signed)	3 weeks after final review comments
11.0 Final Road Approach Plans (signed)	3 weeks after final review comments
12.0 Permitting	Upon request

*Some services identified in the task description will be performed by an outside Consultant, therefore the completion schedule shown may vary.

Chisago County Request For Board Action

Meeting Date: July 6, 2022	Item Number: 12
Title of Item for Consideration: Award & Approval of 2022 Crack Seal Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works received a quote for the Chisago County crack sealing project. Fahrner Asphalt Sealers of Eau Claire, WI, quoted our project. County Engineer recommends awarding and approving the project. Attachment(s): Project Contract for 2022 Crack Sealing Project – Fahrner Asphalt Sealers	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to approve the 2022 Crack Seal Project & award the project to Fahrner Asphalt Sealers of Eau Claire, WI.”</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct.	
Budget/Financial Implications: \$84,198.00, project is funded from 03-330-6509	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Project Contract for 2022 Crack Sealing Project

This Agreement entered this ____ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Fahrner Asphalt Sealers
6615 US Hwy 12 W, Eau Claire, Wisconsin 54703

The Project: 2022 Crack Sealing Project

Engineer: Joe Triplett, P.E.
Director | County Engineer

Department: Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (H) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the 2022 Crack Sealing Project all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before August 31, 2022

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Quote: Eighty-four thousand one hundred ninety-eight dollars and no cents (\$84,198.00).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County's consent will be contingent upon the assignee, the County and the Contractor entering into an assignment which binds the assignee to all terms and condition of this Project Contract.

10.2 The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Jeff Sheehan
Fahrner Asphalt
6615 US Hwy 12 W
Eau Claire, WI 54703
(651) 346-9026
jeff.sheehan@fahrnerasphalt.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2. The Contractor agrees that it shall retain any and all data and records concerning this Project Contract and the performance of this Project Contract for six (6) years after termination of this Project Contract. This provision shall survive termination of the contract, notwithstanding any term to the contrary.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty (40)~~ full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

- (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIV – MISCELLANEOUS PROVISIONS

14.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

14.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

14.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

14.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

14.5 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 13
Title of Item for Consideration: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: There's been no previous action on this specific grant.	
Background: The United States Centers for Disease Control (CDC), in partnership with the Department of Justice, is providing financial assistance to ELC recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. The purpose of this award is to support correctional facilities in their work to test for COVID-19. In addition, these funds can be used for a variety of costs associated with the work to detect and mitigate COVID-19 risk within their facilities. The MN Department of Health (MDH) was awarded \$5,670,000 by the CDC in ELC grant funding and in turn MDH has allocated \$14,227.37 to Chisago County. Attachment(s): 2022 MN Department of Health ELC Grant Award Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant as provided. The following motion is suggested: <i>"move to approve the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant."</i>	
Implications of Action: Accepting this grant will give Chisago County up to \$14,227.37 to be used to offset costs associated with testing for and mitigating COVID-19 within the Chisago County Jail. Budget/Financial Implications: This grant will provide additional funds to Chisago County and is funded by the Centers for Disease Control, through the State of Minnesota Department of Health. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Minnesota Department of Health Grant Agreement Cover Sheet

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

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Jennifer Zipprich, 651-201-5087, Jennifer.zipprich@state.mn.us or Beth Gyllstrom, 651-201-4072, beth.gyllstrom@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Chisago County – Chisago County Jail	SWIFT Contract Number: 214000	Total Grant Funds (all funding sources): \$14,227.37
Grantee SWIFT Vendor Number: 197284 SWIFT Vendor Location Code: 001	Period of Performance Start Date: 6/10/2022 Period of Performance End Date: 7/31/2023	Total State Grant Funds: \$0.00 Total Federal Grant Funds: \$14,227.37



Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number (effective April 2022)	DUNS/UEI Name: Chisago County DUNS/UEI Number: 103919879/GVHPL2BDV794
Grantee's Approved Indirect Cost Rate for the Grant	NA
Is The Award for Research and Development?	☐ Yes ☒ No
Project Description	CDC, in partnership with the Department of Justice, is providing financial assistance to ELC recipients to respond to Coronavirus Disease 2019 (COVID-19) in confinement facilities within their jurisdictions. The purpose of this award is to support correctional facilities in their work to test for COVID-19. In addition, these funds can be used for a variety of costs associated with the work to detect and mitigate COVID-19 risk within their facilities. The required activity is for facilities to establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.

Name of Federal Awarding Agency	Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (formerly Catalog of Federal Domestic Assistance, "CFDA")	Assistance Listing Name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Assistance Listing Number: 93.323
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NU50CK000508
Federal Award Date (Date MDH received federal grant)	8/1/2021
Total Amount of Federal Award Received by MDH	\$5,670,000



Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and Chisago County – Chisago County Jail (“Grantee”). Grantee’s address is County address: 313 N Main Street, Suite #274 Center City, MN 55012; Jail address is 15230 Per Road, Center City, MN 55012.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) and The STATE, pursuant to Minnesota Statutes section 3.3005, subd. 4 and 5, and section 12.36, is empowered to enter into grant contracts and incur obligations necessary to combat the Coronavirus Disease (COVID-19) disaster by protecting the health and safety of persons through detection and mitigation efforts; and.
2. MDH is in need of COVID-19 detection and mitigation efforts in state and local correctional facilities. The GRANTEE meets the criteria of being a “Confinement Facility” as stipulated in the federal funding award. For the purposes of this guidance, the term ‘confinement facilities’ includes adult prisons and jails; juvenile confinement facilities; police lock-ups; and community confinement facilities as defined by 28 CFR § 115.5..
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this grant agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

June 10, 2022, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

July 31, 2023, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.



1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Data Disclosure; Ownership of Equipment; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties*

Grantee, who is not a state employee, shall: perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.

3. *Time*

Grantee is required to perform all of the duties stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. *Consideration and Payment*

4.1. *Consideration*

MDH will compensate for all services performed by Grantee under this grant agreement as follows:

4.1.1. *Compensation.*

Compensation will be in accordance with the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.1.2. *Travel Expenses*

Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"), or at the Grantee's established rate, whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3. *Budget Modifications*

Modifications greater than 10 percent of any budget line item in the most recently approved budget (incorporated in Exhibit B) requires prior written approval from MDH and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request, loss of funds, or both. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from MDH provided that such modification is indicated on submitted reports and that the total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed in 4.1.4.

**4.1.4. Total Obligation**

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$14,227.37.

4.2. Terms of Payment**4.2.1. Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Detailed invoices must contain the number(s) of the Required and Optional Activity listing in Exhibit A, and the numbering from the Allowable Equipment, Services, and Supplies listing found in Exhibit B. Invoices must be submitted monthly by the end of the subsequent month that expenditures were incurred, sent to the email box: Health.R-CaseContact@state.mn.us. Invoices will be paid by MDH within 30 days of receipt and approval by MDH. Approved invoice format is contained in Exhibit C, which is attached and incorporated into this Agreement.

4.2.2. Matching Requirements – Not applicable.**4.2.3. Federal Funds**

Payments under this grant agreement will be made from federal funds obtained by MDH through Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) P.L. 117-2, Assistance Listing (formerly known as CFDA) number 93.323 of the American Rescue Plan Act of 2021, including public law and all amendments. The Notice of Grant Award (NGA) number is 6NU50CK000508-03-01. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

4.3. Contracting and Bidding Requirements**4.3.1. Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.3.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).



- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).



- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All services provided by Grantee pursuant to this grant agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of Grantee, programmatic monitoring of work performed by Grantee, and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant agreement is Jennifer Zipprich, Epidemiologist Supervisor, jennifer.zipprich@state.mn.us, PO Box 64975, St. Paul, MN 55164-0975, 651-201-5087 or Beth Gyllstrom, Assistant Section Manager, beth.gyllstrom@state.mn.us, PO Box 64975, St. Paul, MN 55164-0975, 651-201-4072, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Jonathan Gray, Captain, Jail Administrator, Chisago County Sheriff's Office, 15230 Per Rd, Center City, MN 55012, (651) 213-5765, jonathan.gray@chisagocountymn.gov, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of MDH.

7.2. *Amendments*

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. *Waiver*



If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. *Grant Agreement Complete*

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

9. State Audits

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1. *Government Data Practices*

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. *Data Disclosure*

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment



Disposition of all equipment purchased under this grant agreement shall be in accordance with [2 CFR § 200](#). For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1. *Ownership of Materials*

Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others. For the purpose of this grant agreement, "Materials" includes any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

12.2. *Intellectual Property Rights*

Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH 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 of other remedies provided by law.

13. Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not



be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

14. Publicity and Endorsement

14.1. *Publicity*

Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees shall identify MDH as the sponsoring agency and shall not be released without prior written approval by MDH's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2. *Endorsement*

Grantee must not claim that MDH endorses its products or services.

15. Termination

15.1. *Termination by MDH or Grantee*

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the other party.

15.2. *Termination for Cause*

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

15.3. *Termination for Insufficient Funding*

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

16. Governing Law, Jurisdiction, and Venue

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for



breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Clerical Error

Notwithstanding Clause 7 of this grant agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

18. Lobbying

- 18.1. Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 18.2. In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 18.3. Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4. By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant.

19. Other Provisions

19.1. *Contractor Debarment, Suspension and Responsibility Certification*

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, [Minn. Stat. § 16C.03](#), subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the Federal Government expects MDH to have a process in place for determining whether a



vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

- a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- b) Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

19.2. Audit Requirements

19.2.1. For Grantees that are state or local governments, or non-profit organizations:

- i. If Grantee expends total federal assistance of \$750,000 or more per year, Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).
- ii. Audits shall be made annually unless Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

19.2.2. For Grantees that are institutions of higher education or hospitals:



- i. If Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, Grantee agrees to obtain a financial and compliance audit made in accordance with [2 CFR § 200](#). The audit shall cover either the entire organization or all federal funds of the organization.
- ii. The audit must determine whether Grantee spent federal assistance funds in accordance with applicable laws and regulations.

19.2.3. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

19.2.4. The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

19.2.5. Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

19.2.6. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

19.2.7. The Statement of Expenditures form can be used for the schedule of federal assistance.

19.2.8. Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

19.2.9. Grantee agrees to file required audit reports within nine (9) months of Grantee's fiscal year end.

Recipients of more than \$750,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:



Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse

19.3. *Drug-Free Workplace*

Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at [34 CFR § 84](#).

19.4. *Equal Employment Opportunity*

Grantee agrees to comply with the Executive Order 11246 “Equal Employment Opportunity” as amended by Executive Order 11375 and supplemented by regulations at [41 CFR § 60](#).

19.5. *Cost Principles*

Grantee agrees to comply with the provisions [2 CFR § 200](#), regarding cost principles for administration of this grant agreement for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

19.6. *Rights to Inventions – Experimental, Developmental or Research Work*

Grantee agrees to comply with [37 CFR § 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

19.7. *Clean Air Act*

Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended ([42 U.S.C. § 7401](#), et seq.) and the Federal Water Pollution Control Act as amended ([33 U.S.C. § 1251](#), et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

19.8. *Telecommunications Certification*

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

[Signatures on following page]



APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Sarah Martin Digitally signed by Sarah Martin
Date: 2022.06.17 10:40:01 -05'00'

SWIFT Contract & Initial PO: 214000/3000094204

2. Grantee

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.



Exhibit A – Grantee's Duties / Scope of Work

Grantee's Duties and Responsibilities. The GRANTEE shall:

Required Activities:

1. Establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff and visitors.
 - 1.1 Assign qualified staff to implement COVID-19 testing within their facility.
 - 1.2 Establish and implement diagnostic and screening testing programs for residents/detainees/inmates, staff and visitors.
 - 1.3 Assign qualified staff to implement mitigation strategies, per MDH and CDC guidance.
 - 1.4 Appoint a lead Facility contact for overall oversight and management of this work.
 - 1.5 Report test metrics to MDH (Number of overall tests/month and acknowledge compliance with CDC guidance around correctional facility testing).
2. Conduct COVID-19 testing and contact tracing within confinement facilities.

Optional Activities:

1. Plan and implement recommended isolation and quarantine strategies, including for confirmed and suspected cases, and close contacts.
2. Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so the same staff are assigned to the same areas of the facility over time).
3. Implement distancing policies and support staff training to maintain distancing practices.
4. Support transportation policies and practices consistent with recommendations to reduce transmission.
5. Implement visitor policies consistent with recommendations to reduce virus risk.
6. Implement infection control practices inside facilities.
7. Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
8. Coordinate and partner with MDH and other local, tribal and territorial health departments to prevent, prepare for and respond to COVID-19 within confinement facilities.
9. Purchase additional supplies to sanitize and clean confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
10. Educate and train confinement facility staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
11. Implement COVID-19 mitigation practices to minimize potential opportunities for exposure, including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting and programming.



*In addition, Grantees will support MDH in meeting requirements of the federal grant as required by the CDC.

This includes but is not limited to:

- Participating in technical assistance meetings arranged by CDC.
- Participating in state planning meetings as needed for coordination of the scope of work.
- Providing monthly reporting and progress information to MDH to satisfy CDC financial and programmatic reporting requirements. CDC requirements will be provided by MDH to Grantees.



Exhibit B – Consideration and Payment

(a) Compensation. The GRANTEE will be paid for personnel time required to implement testing and mitigation programs.

- i.* Reimbursable hours include staff time spent on: a. training; b. testing; c. reporting results; and, d. staffing isolation/quarantine spaces.
- ii.* Overtime will not be reimbursed except in special circumstances approved by STATE.
- iii.* Time spent on travel is not reimbursable.

(b) Equipment, Services and Supplies. (Those marked with an * must get approval from MDH prior to spending funds on the item.) The GRANTEE will be reimbursed for supplies, services and/or equipment, including:

- i.* Laboratory equipment needed for COVID-19 testing and needed maintenance contracts.
- ii.* Collection supplies, test kits, reagents, consumables, and other necessary supplies for existing or new screening testing or onboarding new platforms to support testing.
- iii.* Personal Protective Equipment (PPE) (e.g., masks, gloves, gowns) for those collecting samples and/or conducting testing.
- iv.* Courier service contracts (new or expansion of existing agreements) related to testing efforts.
- v.* Service contracts for provision of end-to-end services such as tests, collection and reporting.
- vi.* * Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
- vii.* * Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
- viii.* Contracts with academic institutions, private laboratories, other non-commercial healthcare entities, and/or commercial entities that may provide all or part of the testing needs.
- ix.* * Software or systems to assist with quality management, biosafety, or training needs related to testing and mitigation efforts.
- x.* Expenses associated with outreach and assistance related to testing and mitigation efforts (e.g., support provided through education leaders, community-based organizations).



xi. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for proving appropriate distancing during visits, etc.).

Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed \$14,227.37.



Standard Grant Template - Version Sept 2021

SWIFT Contract Number **214000**

REQ ID: 6042

Between the Minnesota Department of Health and Chisago County – Chisago County Jail

Exhibit C – Invoice

All fields listed must be included on all invoices submitted for payment.



ELC COVID Testing Corrections Invoice

Health.R-CaseContact@state.mn.us

MDH COVID Response Testing

Date:	_____	MDH Vendor Number:	_____
Facility & Location:	_____	Invoice Number:	_____
Address:	_____	Remit Address (if different than supplier address):	_____
	_____		_____
	_____		_____
Person completing form:	_____		
Telephone #:	_____	E Mail:	_____
Reporting Period:	From: _____	To:	_____

CATEGORY OF EXPENDITURE			
Designated Allowable Activity number from list	Designated Allowable Expense Letter from list	Detail of location, services provided, dates of services, number of clients served, number of hours for services, allowable expenses detailed, etc.	COVID Expenses
SUBTOTAL			\$0.00
TOTAL			\$0.00

ORIGINAL CERTIFICATION SIGNATURE

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State and Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

Date: _____

Authorized Official Signature: _____

FOR MDH USE ONLY	
Date received by MDH:	Date approved by MDH:
Invoice Total:	Amount approved to pay:
PO#:	Approved by:

3/1/2022

Invoices will be paid by MDH within 30 days of receipt and approval by MDH

Certificate Of Completion

Envelope Id: 6F73620BD6B64BCBA6D1CBA30727F59C

Status: Sent

Subject: Please DocuSign: 214000 Chisago County Jail ELC Corrections Grant.pdf, 214000 Chisago County Ja...

Source Envelope:

Document Pages: 32

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ruth Stadheim

AutoNav: Enabled

625 Robert St. N

Envelopeld Stamping: Enabled

PO Box 64975

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

St. Paul, MN 55164

Ruth.Stadheim@state.mn.us

IP Address: 156.98.136.27

Record Tracking

Status: Original

Holder: Ruth Stadheim

Location: DocuSign

6/22/2022 7:43:35 AM

Ruth.Stadheim@state.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Health

Location: DocuSign

Signer Events

Jonathan Gray

jonathan.gray@chisagocountymn.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

MDH FiM with Delegated Authority to Execute
Grants/Contracts

Signing Group: MDH FIM with Delegated Authority to
Execute Grants/Contracts

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

OSP Front desk

osphep.line@state.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

Sent: 6/22/2022 7:47:56 AM

Viewed: 6/22/2022 8:24:27 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Jennifer Zipprich jennifer.zipprich@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Beth Gyllstrom beth.gyllstrom@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Health.FM-Grants-Contracts@state.mn.us Health.FM-Grants-Contracts@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2022 7:47:56 AM
Payment Events	Status	Timestamps

Chisago County Request For Board Action

Meeting Date: July 6, 2022	Item Number: 14
Title of Item for Consideration: Out of State Travel Requests – International Conference of Police Chaplains Region 3 Training Seminar	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The ICPC Region 3 hosts an annual training seminar every year that contains training and certification for chaplains. This four-day seminar will provide accreditation for our new chaplain and needed enrichment training for current chaplains. The training will take place in Bismarck, North Dakota September 19 – 22, 2022. Attachment(s): Out of State Travel Requests	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out of State Travel request for the CCSO Chaplains to attend the training seminar for the International Conference of Police Chaplains Region 3 in Bismarck, North Dakota, September 19 – 22, 2022. The suggested motion is as follows: <i>“Move to approve the Out of State Travel request for the CCSO Chaplains to attend the training seminar for the International Conference of Police Chaplains Region 3 in Bismarck, North Dakota, September 19 – 22, 2022.”</i>	
Implications of Action: This training is needed and provides formal training and certification in the area of chaplain services.	
Budget/Financial Implications: Total cost would \$2,187 being covered by the Sheriff's Office Training Budget. See Out of State Travel Form for further breakdown of costs.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted
Employee Name
Department

8/28/2022
Chaplain
Sheriff's Office

Destination

Bismarck, North Dakota

Purpose of Travel

International Conference of Police Chaplains

Departure Date
Return Date

19-Sep
22-Sep

Total Travel Expenses

\$729.00

Supervisor Name (PRINT)

Sergeant Kyle Puelston

Supervisor's Signature

Kyle Puelston

County Board Signature

Date Approved

5/11/2021

Date Approved

Anticipated Expenses

Type of Expense

Description of Expense

Daily Expenses
(Except Airfare)

of
Days

Total Expenses

Airfare

Ground Transportation

Conference/Registration Fees

Lodging

Meals

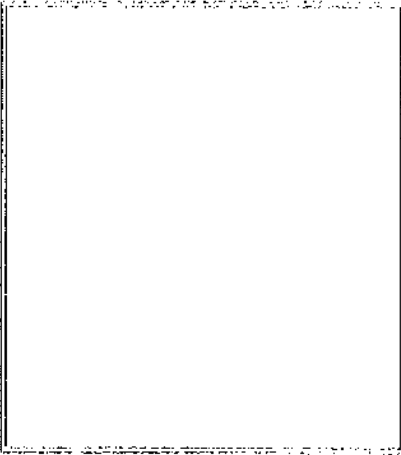
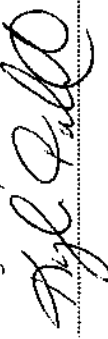
Mileage

1 \$0.00
1 \$170.00
6 \$343.00
6 \$216.00
1 \$0.00

Grand Total

\$729.00

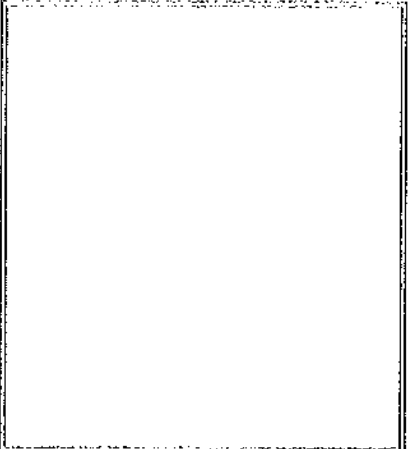
Chisago County Out-of-State Travel Request

Date Submitted	8/28/2022		
Employee Name	Chaplain J. [Redacted]		
Department	Sheriff's Office		
Destination	Bismarck, North Dakota		
Purpose of Travel	International Conference of Police Chaplains		
Departure Date	19-Sep		
Return Date	22-Sep		
Total Travel Expenses			\$729.00
Supervisor Name (PRINT)	Sergeant Kyle Puelston		Date Approved 5/11/2021
Supervisor's Signature			Date Approved
County Board Signature			

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			1	\$0.00
Ground Transportation			1	\$170.00
Conference/Registration Fees			6	\$343.00
Lodging			6	\$216.00
Meals			1	\$0.00
Mileage				
Grand Total				\$729.00

Chisago County Out-of-State Travel Request

Date Submitted	8/28/2022		Date Approved	5/11/2021
Employee Name	Chaplain [Redacted]		Date Approved	
Department	Sheriff's Office			
Destination	Bismarck, North Dakota			
Purpose of Travel	International Conference of Police Chaplains			
Departure Date	19-Sep			
Return Date	22-Sep			
Total Travel Expenses				\$729.00
Supervisor Name (PRINT)	Sergeant Kyle Puelston			
Supervisor's Signature				
County Board Signature				

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare			1	\$0.00
Ground Transportation			1	\$170.00
Conference/Registration Fees			6	\$343.00
Lodging			6	\$216.00
Meals			1	\$0.00
Mileage				
Grand Total				\$729.00

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 15
Title of Item for Consideration: Adjusting the County Mileage Rate	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Every year, the Board of Commissioners establishes the authorized mileage, lodging and meal reimbursement rates at the first meeting of the year. For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available. Traditionally, the Board has set the lodging and meal reimbursement rates at the rates established by the GSA (General Services Administration).	
Background: The Board of Commissioners establishes/reaffirms the mileage, lodging and meal reimbursement rates every year because it recognizes that employees and elected officials may be required to travel to perform their assigned duties. By establishing a mileage reimbursement rate, the County defines reimbursement costs paid to employees when employees are required to drive to perform their duties and a County vehicle is unavailable for use. At the beginning of 2022, the federal maximum allowable rate is \$.585 (2021 = \$.56). For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available (\$.35 in 2021). On June 9th, the IRS announced an increase in the optional standard mileage rate for the final 6 months of 2022. The standard mileage rate for business travel will be <u>62.5 cents per mile, up 4 cents from the rate effective at the start of the year.</u> In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board reestablish the 2022 mileage reimbursement rate at \$.625 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage. The following motion is suggested: <i>“Move to reestablish the 2022 mileage reimbursement rate at \$.625 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage. .”</i>	
Implications of Action: If the recommended action is undertaken, the County Board will have set the mileage, lodging and meal reimbursement rates for 2022.	

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 _____

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 16
Title of Item for Consideration: Summary of Closed Session – County Administrator Employment Review – June 15 th , 2022	
Action Requested by: Board of Commissioners	Department: Board of Commissioners
Previous Action on this Matter: The Board of Commissioners had a closed session employee review at the June 15 th Board of Commissioners meeting.	
Background: The County and Chase Burnham, current Chisago County Administrator, agreed that an initial performance review would happen after the first initial six (6) months of performance, which should have happened in August 2020 and annual performance evaluations in January of each year or at such time as mutually agreed upon. At this time, no performance evaluations have taken place. The original employment contract was signed on March 16th, 2020 and was retroactive to January 15th, 2020. At the June 15th, 2022 Board of Commissioners meeting the Board of Commissioners closed the meeting to review the employment of the County Administrator. Pursuant to MN Stat. 13D.05 Subd. 3, the County Board must summarize its conclusions regarding the evaluation.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners summarize its conclusions regarding the evaluation of County Administrator Chase Burnham pursuant to MN Statute 13D.05 subd. 3.	
Implications of Action: By summarizing the conclusion of the closed session of the County Administrator, the Board would be compliance with the terms of MN Stat. 13D.05 Subd. 3. Budget/Financial Implications: None at this time. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 17																																								
Title of Item for Consideration: ARPA Expenditure - School Grant Program																																									
Action Requested by: Chase Burnham, County Administrator	Department: Administrator																																								
Previous Action on this Matter: The County Budget and Finance Committee has been discussing and developing the 'School Grant Program' with ARPA funds since the beginning of 2022. At the June 1st, 2022 Board of Commissioners meeting, the Board created the 'Chisago County ARPA Grant Program' to fund vocational and general educational expenses. At the June 15th, the Board of Commissioners approved the School Grant Program Subrecipient Agreements with Braham and Cambridge-Isanti School Districts.																																									
Background: As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have discussed and directed staff to develop a school grant program which allocates a total of \$600,000 of the County's total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funding to the Chisago County School Districts which direct serve the students of Chisago County. The Board has allocated \$500,000 for the school districts 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls and services. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">School District</th> <th style="text-align: left;">Chisago County Students</th> <th style="text-align: left;">Vocational</th> <th style="text-align: left;">General Education or 'Open Use'</th> <th style="text-align: left;">TOTAL ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>Braham</td> <td>82</td> <td>\$4,907.70</td> <td>\$981.54</td> <td>\$5,889.24</td> </tr> <tr> <td>Cambridge-Isanti</td> <td>239</td> <td>\$14,304.15</td> <td>\$2,860.83</td> <td>\$17,164.98</td> </tr> <tr> <td>Chisago Lakes</td> <td>3182</td> <td>\$190,442.70</td> <td>\$38,088.54</td> <td>\$228,531.24</td> </tr> <tr> <td>Forest Lake</td> <td>1311</td> <td>\$78,463.35</td> <td>\$15,692.67</td> <td>\$94,156.02</td> </tr> <tr> <td>North Branch</td> <td>2633</td> <td>\$157,585.05</td> <td>\$31,517.01</td> <td>\$189,102.06</td> </tr> <tr> <td>Rush City</td> <td>907</td> <td>\$54,283.95</td> <td>\$10,856.79</td> <td>\$65,140.74</td> </tr> <tr> <td>Total Students</td> <td>8354</td> <td>\$499,986.90</td> <td>\$99,997.38</td> <td>\$599,984.28</td> </tr> </tbody> </table> The above chart differs from what was approved at the June 1st meeting, Rush City reported the wrong the number of students. The above chart reflects the properly reflected number of Rush City students. Vocational funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce. The 'Open Use' or 'General Education' funds should be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic. The school districts cannot use the funds to replenish a budget stabilization fund, rainy day fund, pay		School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION	Braham	82	\$4,907.70	\$981.54	\$5,889.24	Cambridge-Isanti	239	\$14,304.15	\$2,860.83	\$17,164.98	Chisago Lakes	3182	\$190,442.70	\$38,088.54	\$228,531.24	Forest Lake	1311	\$78,463.35	\$15,692.67	\$94,156.02	North Branch	2633	\$157,585.05	\$31,517.01	\$189,102.06	Rush City	907	\$54,283.95	\$10,856.79	\$65,140.74	Total Students	8354	\$499,986.90	\$99,997.38	\$599,984.28
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a debt or similar reserve account. Additionally, the funds cannot be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding.

Each school district must complete an application for the funds, and then agree to a sub-recipient agreement, which indicates that all expenditures using the County's ARPA funds comport with the guidelines of the ARPA as set forth by the US Treasury.

Attachment(s):

- Rush City School District Application
- North Branch Area Public Schools Application

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the issuance of the ARPA funds from the 2022 Chisago County School Grant Programs to Rush City and North Branch. The following motion is recommended;

"Move to approve the issuance of Chisago County's ARPA Fund allocation to Rush City, North Branch and _____, as allocated pursuant to the 2022 Chisago County ARPA School Grant Program."

Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to issue the funds to the school districts which have completed the application and subrecipient monitoring agreement.

Budget/Financial Implications: There is no levy or budget impact by the creation of this grant program using County ARPA funds. However, this is an expenditure of up to \$600,000 of Chisago County's ARPA allocation.

Legal/Policy Implications: The proposed activities are in general 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 _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

June 6, 2022

TO: Chisago County School Districts
FROM: Chase Burnham, Chisago County Administrator
RE: 2022 Chisago County ARPA School Grants

Background

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$600,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to the Chisago County School Districts directly serving the students of Chisago County.

The Board has allocated \$500,000 for 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls.

How to receive the ARPA Funds from Chisago County

At the June 1st, 2022 Chisago County Board of Commissioners meeting, the Board allocated \$600,000 to the school districts serving Chisago County students. Attached to this letter is a summary that shows the amount your school district is eligible to receive.

To receive the funds please complete the attached contracts and return one to myself at Chase Burnham, Chisago County Administrator, 313 N. Main St. Center City, MN 55012. Please sign and return the contract as soon as possible so the funds can be sent to your school district as soon as possible.

If you have any questions, please reach out to me for assistance. The Board of Commissioners recognizes and thanks you for all your work in this difficult and challenging time.

Sincerely,

Chase Burnham
County Administrator
chase.burnham@chisagocounty.us
651-213-8877

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS Sub-recipient Grant Agreement

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota and the following Minnesota School Districts; Forest Lake, Chisago Lakes, North Branch, Cambridge-Isanti, Rush City and Braham, listed in the application(s) attached hereto as Exhibit A, each school district is located in Minnesota and serves students that reside within the territorial boundaries of the County (the "GRANTEE").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant Application") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted to the County an application for a grant to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

3. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the GRANTEE's complete fund application, the COUNTY shall disseminate funds within twenty (20) days of receipt of said application. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the



COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

4. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

5. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

6. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

7. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

9. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

10. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:



GRANTEE

Rush City Schools
51001 Fairfield Ave.
P.O. Box 566
Rush City, MN 55069

COUNTY

Chisago County ARPA SCHOOL GRANT
Attn: Kristin Waddell, Chief Deputy Auditor-Treasurer
313 N. Main St.
Center City, MN 55012

11. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. TIME

Time is of the essence in this Agreement.

14. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

16. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.



17. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

18. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

23. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.



24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

Signatures:

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

For the County:

By: _____
Richard Greene, Chair

Dated: _____

By: _____
Chase Burnham, County Administrator

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

Dated: May 26, 2022



For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: Brent Stavis
Printed Name: Brent Stavis
Title: Superintendent

Dated: 6/20/2022



Exhibit A

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$600,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to the Chisago County School Districts directly serving the students of Chisago County.

The Board has allocated \$500,000 for 'Vocational' programming and \$100,000 for 'General Education' or 'Open Use.' The Board has allocated a total amount to each school district depending on the number of Chisago County residents the school district enrolls.

The following amounts are allocated to each school district on a per pupil basis.

School District	Chisago County Students	Vocational	General Education or 'Open Use'	TOTAL ALLOCATION
Braham	82	\$4,907.70	\$981.54	\$5,889.24
Cambridge-Isanti	239	\$14,304.15	\$2,860.83	\$17,164.98
Chisago Lakes	3182	\$190,442.70	\$38,088.54	\$228,531.24
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Rush City	907	\$54,283.95	\$10,856.79	\$65,140.74
Total Students	8354	\$499,986.90	\$99,997.38	\$599,984.28

Each school district above may apply to Chisago County for their Vocational and General Education SLFRF allocations using this application. The County will provide the funds to each school district in the form of a grant. On the grant application form, each school district must explain how the funds will be used for vocational programming of their district and how funds will be used for 'open use' or general education' and to address the learning loss caused by COVID-19. Each school district will be subject to subrecipient monitoring to confirm that their expenditures are compliant with ARPA, so all receipts must be maintained and may need to be submitted if the County requests. Each school district must enter into a Sub-recipient Grant Agreement with Chisago County to receive.

Vocational funds allocation:

These funds should be used by school districts to support their vocational programming or classes. The funds could be used to purchase equipment, supplies, or other items this programming needs to further the training and preparation of the future workforce.



Chisago County ARPA School Grants
Application
May 16, 2022

'Open Use' funds allocation:

This allocation should be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

Schools may use 'Open Use' allocation to pay for the salary and benefits of many school and childcare staff, including increased wages needed to recruit and retain excellent staff, and to fund premium pay, bonuses, training, and other worker supports.

Ineligible Uses:

Schools may NOT use funds to replenish a budget stabilization fund, rainy day fund, pay a debt or similar reserve account.

The funds may NOT be used to satisfy any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding.

Contact for More Information:

Chase Burnham, Chisago County Administrator

651-213-8877

chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer

651-213-8509

bridgitte.konrad@chisagocountymn.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer

651-213-8501

kristin.waddell@chisagocountymn.gov



Chisago County ARPA School Grants
Application
May 16, 2022

2022 CHISAGO COUNTY ARPA SCHOOL GRANTS

APPLICATION

Application must be completed in full to be considered

SCHOOL DISTRICT: Rush City Schools
Address: 51001 Fairfield Ave. P.O. Box 566 Rush City, MN 55069
Primary Contact Person: Brent Starig
Primary Contact Email: bstarig@rushcity.k12.mn.us
Primary Contact Title: Superintendent
Secondary Contact Person: Kerstin Quigley
Secondary Contact Title: Business Manager
Secondary Contact E-Mail: kquigley@rushcity.k12.mn.us
Federal Tax Identification Number: 41-6008261

Vocational Funds:

Please provide specific details on how the requested ARPA funds will be used to support your school district's vocational programming or classes.

- Purchasing industry standard equipment
- Construction project(s) to support incorporation of industry standard equipment.
- Purchasing supplies and materials for vocational/CTE programs
- Purchasing Hardware, software or other technology related products to support equipment
- Training and professional development funds for staff of CTE. CTE program



Chisago County ARPA School Grants
Application
May 16, 2022

'Open Use' funds:

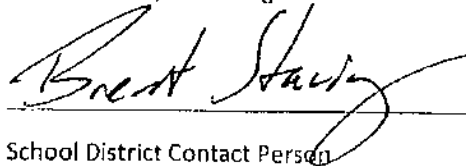
Please provide specific details on how the funds will be used to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction) related to the COVID-19 pandemic.

Funds will be used to support the LETRS reading program and the reading intervention program to include:

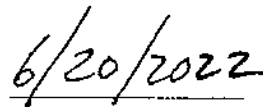
- Staff development
- Instructional supplies
- curriculum, differentiated
- Technology (software, programs, Apps)

ACKNOWLEDGEMENT:

I hereby certified that this application for Chisago County's ARPA School Grant is true and accurate to the best of my knowledge.



School District Contact Person



Signature Date



Chisago County Request For Board Action

Meeting Date: July 6, 2022	Item Number: 18
Title of Item for Consideration: MPCA FY 2023 SSTS Low-Income Fix-up Grant Application Authorization & Policy	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: The Natural Resource Block Grant (NRBG) program is an annual program presented by the State of Minnesota Board of Water and Soil Resources (BWSR). To be eligible for the NRBG programs, a county must have a locally adopted water management plan (IWIP) and complete the necessary application and reporting process. Thru the NRBG program, Chisago County has been a routine participant in the low income SSTS repair/upgrade grant program supported by the annual award of up to \$40,000 in funds to the benefit of county residents. The subject Grant Award Policy was last reviewed in January 2022.	
Background: The Natural Resources Block Grant (NRBG) is a composite of base grants available to local government units that help them implement programs designed to protect and improve water resources. Chisago County receives \$18,600 annually in SSTS program support funding. The attached grant application specifically covers SSTS low-income fix-up grant programming efforts. The total low income SSTS upgrade/repair portion of the FY 2023 funding opportunity is up to \$40,000 per eligible county and requires submittal of the attached Application. There is a total of \$1.1 million available to counties and the MPCA will determine the grant allocations based on review of applications. Existing Chisago County policy established in 2016 and recently reviewed/approved in January 2022 is attached for review with recently updated USDA Rural Development adjusted income limits for qualifying low-income households. Individual grants up to \$5,000 each to qualifying property owners are awarded based on this policy on a first come first served application basis. The attached policy has been updated with current income thresholds with no other changes from earlier January review. Attachment(s): • County SSTS grant application (copy) • Low Income SSTS Grant Policy	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively authorize application for SSTS low-income fix-up grant funds and approve the updated Low Income SSTS Grant Policy. The suggested motion to accomplish this is as follows: <i>“Move to approve the Updated Low Income SSTS Grant Policy; authorize the Application for MPCA SSTS low-income Fix-up Grant Funds; and authorize disbursement of any awarded Low Income Subsurface Sewage Treatment System Upgrade Grant Funds in accordance with the Low Income SSTS Grant Policy as Presented.”</i>	

Implications of Action: Board approval will authorize the administration of a low income based SSTS grant program to disburse up to \$40,000 of MPCA sourced septic treatment system funds.

Budget/Financial Implications: No direct cost to the county will be incurred in the managing of the grant program. As allowed by Agency authorization, up to 10% of grant funds will be retained for grant administration/handling costs.

Legal/Policy Implications: The proposed activities are in general 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 _____

County SSTS grant application
FY23 Subsurface Sewage Treatment Systems
(SSTS) Program

Clean Water Legacy Act (Minn. Stat. ch. 114D)

Doc Type: Evaluation/Selection

Application due date (received in MPCA offices via email): **July 29, 2022** by 4:30 p.m.

The Minnesota Pollution Control Agency (MPCA) is seeking grant applicants to support work of the Clean Water Legacy Act (Minn. Stat. ch. 114D) in protecting groundwater and surface water from impacts resulting from the improper design and/or operation of Subsurface Sewage Treatment Systems (SSTS).

Submittal: Save the form to your computer and email the completed form to ssts.projects.mPCA@state.mn.us. If you do not receive an email confirmation receipt within two business days or if you have questions, please send an email to the same address at ssts.projects.mPCA@state.mn.us.

The MPCA is pleased to offer grants to counties for administration of SSTS programs and to assist low-income homeowners with needed SSTS upgrades. The SSTS base grant is \$18,600 per county for counties that administer an SSTS program, which requires having an SSTS ordinance that complies with state rules (includes all required provisions and includes 2011 provisions for systems over 2,500 gallons per day) and submitting a 2021 annual report. **No application is needed to receive the base grant.** The MPCA reviews eligibility and provides the grant to all eligible counties.

This grant application specifically covers the **SSTS low-income fix-up grant**. This year there is a total of \$1.1 million available to counties. The MPCA will determine grant allocations based on review of applications; funds will be distributed to counties through the Board of Water and Soil Resources (BWSR) Natural Resources Block Grants (NRBG) in 2022.

SSTS low-income fix-up grants

These grants will be awarded to counties for upgrading eligible SSTS (Notice of Noncompliance issued; may be Imminent Threat to Public Health or Safety or Failing to Protect Groundwater). Grants may be awarded without a list of specific noncompliant SSTS or properties and may be held by the county for the duration of the grant period. Funds must be spent by December 31, 2024. Grants awarded may not exceed \$40,000 per county annually and may be reduced if the total of all county requests exceeds the low-income fix-up grant funds available. Progress on work relating to the SSTS low-income fix-up grant will be reported through BWSR's [eLINK](#) system.

1) **Counties that seek these funds commit to using the following criteria in determining grant eligibility for specific projects:**

- Fix SSTS that have been deemed *Failing to Protect Groundwater* or an *Imminent Threat to Public Health or Safety* (must have been issued a *Notice of Noncompliance*).
- Funding can only be used for homesteaded single-family homes or duplexes.
- Homeowner must be low-income.
- Recommend use of a sliding scale for grant funds based on income.
- Funds must be used for eligible SSTS upgrades or returned to the state if not expended by December 31, 2024.

2) **Other considerations:**

- Counties may use a portion of funds for work directly related to, and necessary for, administering the grants as approved in the grant award.
- Preference in awarding grants will be given to:
 - Counties that administer active programs to identify and address noncompliance
 - Counties with the lowest average annual income
 - Counties with no unspent SSTS low-income fix-up grant funds (Detail will be requested on county plans for any unspent funds.)
- Grant awards will be reduced if the requests exceed the amount of grant funds available.

Amount requested (up to \$40,000): \$ _____ Amount of total grant proposed for grant administration: \$ _____

Estimated number of upgrades that will be completed: _____

Counties applying for low-income fix-up funds **must answer** whether or not they have received low-income fix-up funds in previous years (Question 1). If you answer yes to Question 1 then Questions 2 thru 6 **must be completed** for that calendar year.

	Question 1	Question 2	Question 3	Question 4	Question 5	Question 6
Calendar Year (Fiscal Year) Funds Expiration Date	Did your county receive Low- income fix-up funds in: (Must answer yes or no)	How much money did your county receive:	How much money has not yet been allocated to specific projects:	Have you received an extension through BWSR for any unallocated funds:	If yes to Question 4, when does the extension expire:	How much unallocated money was returned to BWSR:
2017 (FY18) Expired 12/31/2020	☐ Yes ☐ No	\$ _____	\$ _____	☐ Yes ☐ No		\$ _____
2018 (FY19) Expired 12/31/2020	☐ Yes ☐ No	\$ _____	\$ _____	☐ Yes ☐ No		\$ _____
2019 (FY20) Expires 12/31/2022	☐ Yes ☐ No	\$ _____	\$ _____	Not applicable	Not applicable	Not applicable
2020 (FY21) Expires 12/31/2022	☐ Yes ☐ No	\$ _____	\$ _____	Not applicable	Not applicable	Not applicable
2021 (FY22) Expires 12/31/2024	☐ Yes ☐ No	\$ _____	\$ _____	Not applicable	Not applicable	Not applicable

Certification (required)

☐ Yes - I certify under penalty of law that the appropriate person(s) have executed the grant application on behalf of the county as required by the county's applicable articles, bylaws, resolutions, or ordinances.

By typing my name in the following box I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing my application.

County Official responsible for Grant

Name: _____

(This document has been electronically signed.)

Title: _____

Date (mm/dd/yyyy): _____

County name: _____

Watershed(s)
impacted by work: _____

Local agency responsible: _____

Submittal: Save the form to your computer and email the completed form to ssts.projects.mpca@state.mn.us. If you do not receive an email confirmation receipt within two business days or if you have questions, please send an email to the same address at ssts.projects.mpca@state.mn.us.

CHISAGO COUNTY

SEPTIC GRANT PROGRAM POLICY

SUBSURFACE SEWAGE TREATMENT SYSTEM (SSTS) GRANT FUND

I. PURPOSE

The purpose of the grant program is to improve water quality throughout Chisago County by providing grant funds to real property owners in order to upgrade SSTS which have been determined to be an imminent health threat to public safety & failing to protect ground water.

II. ELIGIBILITY REQUIREMENTS

1. All real property owners that are under the jurisdiction of Chisago County Zoning and Sewage and Wastewater Treatment Ordinance 10-1.
2. The SSTS has been determined to be an imminent threat to public health & failing to protect ground water as defined in State Rule Chapter 7080 and the Chisago County Sewage and Wastewater Treatment Ordinance 10-1.
3. The real property owner must be a low income family, as defined in the charts by U.S. Department of Agriculture, Rural Housing Improvement Loans & Grants program.
4. The Chisago County Septic Grant program cannot be used in conjunction with any other grant programs.
5. If the subsurface sewage treatment system is located on land which is being purchased on a Contract for Deed, the seller's signature is required on the grant application prior to grant approval.

III. PROCEEDS

All grant funds are to be used for site evaluation, tank pumping, design, installation, repair and replacement or tank abandonment of SSTS on private property. **Grants may not be used for SSTS installed on any new building construction.** On repairs, the grant will pay up to ½ the cost of repair or partial replacement but cannot exceed \$2,500.00 and full system replacement may receive up to \$5,000.00 unless prior approval has been received by the Chisago County Department of Environmental Services/Zoning Director.

IV. APPLICATION FOR GRANTS

Application for the SSTS Grant Funds shall be made to the Department of Environmental Services/Zoning on a form provided.

Documents that must accompany the grant application:

- Proof of ownership of real property;
- Income statement signed;
- Tennessen document signed; and
- A minimum of two bids by a licensed septic installer. The lowest responsible bid will be chosen.

Applications are treated on a first come – first served basis. Chisago County reserves the right to limit grant fund availability. No grant fund applications will be accepted after installation of the SSTS has started.

V. GRANT FUND DISBURSEMENT

Grant funds will be disbursed, upon receipt of:

- SSTS as-built form;
- Passage of final inspection by Chisago County Environmental Services & Zoning; and
- Final statement of billing from the SSTS contractor performing the work.

All grant funds will be issued directly to the SSTS licensed contractor.

INCOME LEVELS

Adjusted income limits as set by
USDA Rural Housing Home Improvement Loan & Grant Program
(based on Chisago County data*)

SEE ATTACHED

PROGRAM	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Low Income	\$90,000	\$90,000	\$90,000	\$90,000	\$118,800	\$118,800	\$118,800	\$118,800

*Minneapolis-St. Paul – Bloomington, MN-WI HUD Metro FMR Area - 6/08/2022

Busier

(Please note this data may adjusted on an annual basis by the USDA and any such changes shall be adopted herein).*

POLICY NBR:

Adopted:

Date
Chair, Chisago County Board of Commissioners

Date
Clerk, County Board

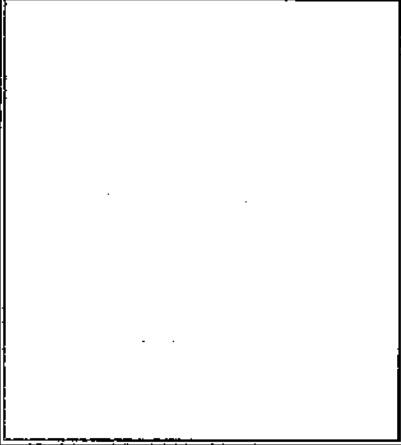
July 6, 2022

Chisago County Request for Board Action

Meeting Date: July 6, 2022	Item Number: 19	
Title of Item for Consideration: Out of State Travel – National APCO and Motorola Trunked User Group Training		
Action Requested by: Jon Eckel, Director	Department: Enterprise Services	
Previous Action on this Matter: None.		
Background: The National APCO Conference and National Motorola trunked user group is an opportunity for training and development for the staff who support and manage the critical communications infrastructure used by all public safety agencies in Chisago County and across the State of MN, both E-911 and ARMER. This opportunity provides a method to connect the people and technologies charged with ensuring that the most crucial communications—supporting public safety, governments, healthcare and other critical-infrastructure sectors—work at all times, even under the most difficult circumstances. The event is held in Anaheim, CA from 8/7-8/13/2022. Attachment(s): • Out of State travel request		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel for Enterprise Services Emergency Communications Systems Manager, Jake Thompson to attend the National APCO and Motorola Trunked User Group training in Anaheim, CA from 8/7-8/13/2022. The following motion is suggested: <i>“move to approve the out of state travel for Enterprise Services Emergency Communications Systems Manager, Jake Thompson to attend the National APCO and Motorola Trunked User Group training in Anaheim, CA from 8/7-8/13/2022.”</i>		
Implications of Action: By attending this event Jake Thompson will have a better understanding of the upcoming technologies that will need to be used by the public safety responders in Chisago County and be better able to position Chisago County to plan for these implementations. Budget/Financial Implications: Included in the 2022 board approved budget. Legal/Policy Implications: The proposed activities appear to be 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 _____
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Chisago County Out-of-State Travel Request

Date Submitted	5/12/2022	
Employee Name	Jake Thompson	
Department	Enterprise Services	
Destination	Anaheim, CA	
Purpose of Travel	National APCO Conference, Genesis User Forum & National Motorola Trunked User Group Meeting	
Departure Date	8/7/2021	
Return Date	8/13/2021	
Total Travel Expenses		\$2,318.00
Supervisor Name (PRINT)	Jon Eckel	
Supervisor's Signature		Date Approved
County Board Signature		Date Approved

6-28-22

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare		\$480.00		\$480.00
Ground Transportation		\$100.00	1	\$100.00
Conference/Registration Fees	APCO Fee (No fee for Genesis and MTUG) (There may be additional tax)	\$145.00	1	\$145.00
Lodging		\$210.00	6	\$1,260.00
Meals	Per Diem rates: 2 travel days, 3 full days	\$333.00	1	\$333.00
Meals Notes:	Meals included at MTUG meeting		1	\$0.00
Grand Total				\$2,318.00

CORR.



July 2022

Chisago County Board Dates



Wednesday, July 6th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Wednesday, July 13th

Budget and Finance Committee Meeting/ARPA Meeting

3:00 pm Chisago County Boardroom

Budget Presentation Schedule

- 1) Recorder's Office**
- 2) Assessor's Office**
- 3) Auditor-Treasurer's Office**
- 4) Chisago County Attorney's Office**
- 5) Probation Office**
- 6) Administration/Human Resources**

Wednesday, July 22nd

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Tuesday, July 26th

Chisago County HRA-EDA

Noon at HRA-EDA Office, 38871 7th Ave., North Branch, MN 55056

Wednesday, July 27th

Chisago County Association of Township Officials Meeting (CCATO)